



GENERAL SERVICES AGENCY

(Ahensian Setbision Hinirat)

Government of Guam

148 Route 1 Marine Drive, Piti Guam 96915

Tel: 475-1713 * Telefax: 472-4217; 475-1716; 475-1727

Accountability	*	Impartiality	*	Competence	*	Openness	*	Value
----------------	---	--------------	---	------------	---	----------	---	-------

INVITATION FOR BID NO. : GSA/PAG 020-17

DESCRIPTION:

**2018 INSURANCE COVERAGE FOR THE
PORT AUTHORITY OF GUAM**

SPECIAL REMINDER TO PROSPECTIVE BIDDERS

Bidders are reminded to read the Sealed Bid Solicitation and Instructions, and General Terms and Conditions attached to the IFB to ascertain that all of the following requirements checked below are submitted in the bid envelope, in duplicate, at the date and time for bid opening.

- (X) **BID GUARANTEE (15% of Bid Amount) May be in the form of;**
Reference #11 on the General Terms and Conditions
- a. Cashier's Check or Certified Check
 - b. Letter of Credit
 - c. Surety Bond – Valid only if accompanied by:
 - 1. Current Certificate of Authority issued by the Insurance Commissioner;
 - 2. Power of Attorney issued by the Surety to the Resident General Agent;
 - 3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.
- () **BROCHURES/DESCRIPTIVE LITERATURE;**
- (X) **AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION**
- a. Date of signature of the person authorized to sign the bid and the notary date must be the same.
- (X) **OTHER REQUIREMENTS:**
Non-Collusion Affidavit, D.O.L. Wage Determination Affidavit, Restriction against Sexual Offenders Affidavit, No Kickbacks or Gratuities Affidavit and Ethical Standards Affidavit, and Affidavit re Contingent Fees, Current Business License

This reminder must be signed and returned in the bid envelope together with the bid. Failure to comply with the above requirements may be cause for disqualification and rejection of the bid.

On this _____ day of _____, 2017, I, _____,

authorized representative of _____ acknowledge receipt of this special reminder to prospective bidders with the above referenced IFB.

Bidder Representative's Signature

Invitation for Bid: GSA/PAG 020-17

**2018 INSURANCE COVERAGE FOR THE
PORT AUTHORITY OF GUAM**

ACKNOWLEDGEMENT RECEIPT FORM

Please be advised that to be considered a prospective bidder you must fill out this Acknowledgement receipt form. Please submit by fax form to 475-1727 or email to : gsaprocurement@gsadoa.guam.gov

Acknowledgement Receipt Form must be submitted no later than three (3) days upon receipt of IFB package.

Name

Signature

Date

Time

Contact Number

Fax Number

Contact Person regarding IFB

Title

E-Mail Address

Company/Firm

Address

Note: GSA recommends that prospective bidders register current contact information with GSA to ensure they receive any notices regarding any changes or update to the IFB. The procuring agency and GSA will not be liable for failure to provide notice to any party who did not register current contact information.

All questions and concerns in regards to this bid must be submitted to the General Services Agency via fax attention to the Chief Procurement Officer no later than 09/13/17 close of business at 5:00pm.

INVITATION FOR BID

ISSUING OFFICE:

GENERAL SERVICES AGENCY
GOVERNMENT OF GUAM
148 ROUTE 1, MARINE DRIVE
PITI, GUAM 96915


CLAUDIA S. ACFALLE
Chief Procurement Officer

DATE ISSUED: SEPTEMBER 6, 2017

BID INVITATION NO: GSA/PAG 020-17

BID FOR: **2018 INSURANCE COVERAGE FOR THE PORT AUTHORITY OF GUAM**

SPECIFICATION: **SEE ATTACHED**

DESTINATION: **PORT AUTHORITY OF GUAM**

REQUIRED DELIVERY DATE: **To be effective on October 1, 2017 for a period of three (3) years or five (5) years upon availability of funds and will be awarded on a year-to-year basis.**

INSTRUCTION TO BIDDERS:

INDICATE WHETHER: ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION

INCORPORATED IN: _____

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) **10:00 AM** Date: **09/21/17** and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

The undersigned offers and agrees to furnish within the time specified, the articles and services at the price stated opposite the respective items listed on the schedule provided, unless otherwise specified by the bidder. In consideration to the expense of the Government in opening, tabulating, and evaluating this and other bids, and other considerations, the undersigned agrees that this bid remain firm and irrevocable within **60** calendar days from the date opening to supply any or all the items which prices are quoted.

NAME AND ADDRESS OF BIDDER:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS BID:

AWARD: CONTRACT NO.: _____ AMOUNT: _____ DATE: _____

ITEM	NO(S).	AWARDED:

CONTRACTING OFFICER:

CLAUDIA S. ACFALLE
Chief Procurement Officer

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS CONTRACT:

AFFIDAVIT RE ETHICAL STANDARDS

CITY OF _____)
ISLAND OF GUAM) ss.
)

_____ [state name of affiant signing below], being first duly sworn,
deposes and says that:

The affiant is _____ [state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal. To the best of affiant's knowledge, neither affiant nor any officers, representatives, agents, subcontractors or employees of offeror have knowingly influenced any government of Guam employee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article 11. Further, affiant promises that neither he or she, nor any officer, representative, agent, subcontractor, or employee of offeror will knowingly influence any government of Guam employee to breach any ethical standards set forth in 5 GCA Chapter 5, Article 11. These statements are made pursuant to 2 GAR Division 4 § 11103(b).

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this _____ day of _____, 201__.

NOTARY PUBLIC
My commission expires _____, _____.

AFFIDAVIT re NO GRATUITIES or KICKBACKS

CITY OF _____)
ISLAND OF GUAM) ss.
)

_____[state name of affiant signing below], being first
duly sworn, deposes and says that:

1. The name of the offering firm or individual is [state name of offeror company]
_____. Affiant is _____ [state one of
the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or
proposal.

2. To the best of affiant's knowledge, neither affiant, nor any of the offerors officers, representatives,
agents, subcontractors, or employees have violated, are violating the prohibition against gratuities and
kickbacks set forth in 2 GAR Division 4 § 11107(e). Further, affiant promises, on behalf of offeror, not to violate
the prohibition against gratuities and kickbacks as set forth in 2 GAR Division 4 § 11107(e).

3. To the best of affiant's knowledge, neither affiant, nor any of the offerors officers, representatives,
agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam
employee or former government employee, any payment, gift, kickback, gratuity or offer of employment in
connection with the offerors proposal.

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the
offerors officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:

Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this _____ day of _____, 201__.

NOTARY PUBLIC

My commission expires _____, _____.

Special Provisions

**Restriction against Sex Offenders Employed by service providers to
Government of Guam from working on Government Property.**

If a contract for services is awarded to the bidder or offeror, then the service provider must warranty that no person in its employment who has been convicted of a sex offense under the provisions of chapter 25 of Title 9 of Guam code Annotated or of an offense defined in Article 2 of chapter 28 of Title 9 of the Guam Code annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of the service provider while on government of Guam property, with the exception of public highways. If any employee of a service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the Government of the conviction within twenty-four (24) hours of the conviction, and will immediately remove such convicted person from providing services on government property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the government will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four (24) hours of notice from the Government, and the service provider shall notify the Government when action has been taken. If the service providers fail to take corrective steps within twenty-four (24) hours of notice from the Government, then the Government in its sole discretion may suspend temporarily and contract for services until corrective action has been taken.

Signature of Bidder	Date
Proposer, if an individual;	
Partner, if a partnership;	
Officer, if a corporation.	

Subscribed and sworn before me this _____ day of _____, 2017

Notary Public

FORM E

DECLARATION RE COMPLIANCE WITH U.S. D.O.L. WAGE DETERMINATION

Procurement No: _____

2018 INSURANCE COVERAGE FOR THE PORT AUTHORITY OF GUAM

Name of Offeror Company: _____ hereby
certifies under penalty of perjury:

- (1) That I am _____ (the offeror, a partner of the offeror, an officer of the offeror) making the bid or proposal in the foregoing identified procurement;
- (2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which read:

§ 5801. Wage Determination Established.

In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ("contractor") for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

§ 5802. Benefits.

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

- (3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;
- (4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. [INSTRUCTIONS – Please attach!]

Signature

Date

WD 15-5693 (Rev.-4) was first posted on www.wdol.gov on 08/08/2017

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Daniel W. Simms
Director

Division of
Wage Determinations

Wage Determination No.: 2015-5693
Revision No.: 4
Date Of Revision: 08/03/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide
Northern Marianas Statewide
Wake Island Statewide

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.53
01012 - Accounting Clerk II		15.19
01013 - Accounting Clerk III		17.00
01020 - Administrative Assistant		17.67
01035 - Court Reporter		17.01
01041 - Customer Service Representative I		10.13
01042 - Customer Service Representative II		11.39
01043 - Customer Service Representative III		12.43
01051 - Data Entry Operator I		11.49
01052 - Data Entry Operator II		12.54
01060 - Dispatcher, Motor Vehicle		14.37
01070 - Document Preparation Clerk		13.53
01090 - Duplicating Machine Operator		13.53
01111 - General Clerk I		10.29
01112 - General Clerk II		11.28
01113 - General Clerk III		12.32
01120 - Housing Referral Assistant		18.94
01141 - Messenger Courier		10.30
01191 - Order Clerk I		12.41
01192 - Order Clerk II		13.48
01261 - Personnel Assistant (Employment) I		15.57
01262 - Personnel Assistant (Employment) II		17.25
01263 - Personnel Assistant (Employment) III		19.22
01270 - Production Control Clerk		20.05
01290 - Rental Clerk		11.10
01300 - Scheduler, Maintenance		15.19
01311 - Secretary I		15.19
01312 - Secretary II		17.01
01313 - Secretary III		18.94
01320 - Service Order Dispatcher		12.73
01410 - Supply Technician		17.67
01420 - Survey Worker		15.26
01460 - Switchboard Operator/Receptionist		9.67
01531 - Travel Clerk I		12.77
01532 - Travel Clerk II		13.83
01533 - Travel Clerk III		14.78
01611 - Word Processor I		13.48
01612 - Word Processor II		15.13
01613 - Word Processor III		16.92
05000 - Automotive Service Occupations		

05005 - Automobile Body Repairer, Fiberglass	13.34
05010 - Automotive Electrician	13.06
05040 - Automotive Glass Installer	12.10
05070 - Automotive Worker	12.10
05110 - Mobile Equipment Servicer	10.13
05130 - Motor Equipment Metal Mechanic	13.71
05160 - Motor Equipment Metal Worker	12.10
05190 - Motor Vehicle Mechanic	13.71
05220 - Motor Vehicle Mechanic Helper	10.12
05250 - Motor Vehicle Upholstery Worker	12.10
05280 - Motor Vehicle Wrecker	12.10
05310 - Painter, Automotive	12.87
05340 - Radiator Repair Specialist	12.10
05370 - Tire Repairer	9.45
05400 - Transmission Repair Specialist	13.39
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook I	10.76
07042 - Cook II	12.49
07070 - Dishwasher	8.78
07130 - Food Service Worker	9.08
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	9.12
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.17
09040 - Furniture Handler	9.87
09080 - Furniture Refinisher	16.17
09090 - Furniture Refinisher Helper	11.97
09110 - Furniture Repairer, Minor	14.07
09130 - Upholsterer	16.17
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.00
11060 - Elevator Operator	9.00
11090 - Gardener	12.32
11122 - Housekeeping Aide	9.23
11150 - Janitor	9.23
11210 - Laborer, Grounds Maintenance	9.34
11240 - Maid or Houseman	8.78
11260 - Pruner	8.36
11270 - Tractor Operator	11.32
11330 - Trail Maintenance Worker	9.34
11360 - Window Cleaner	10.31
12000 - Health Occupations	
12010 - Ambulance Driver	17.52
12011 - Breath Alcohol Technician	17.52
12012 - Certified Occupational Therapist Assistant	24.03
12015 - Certified Physical Therapist Assistant	24.03
12020 - Dental Assistant	13.38
12025 - Dental Hygienist	32.84
12030 - EKG Technician	23.96
12035 - Electroneurodiagnostic Technologist	23.96
12040 - Emergency Medical Technician	17.52
12071 - Licensed Practical Nurse I	15.66
12072 - Licensed Practical Nurse II	17.52
12073 - Licensed Practical Nurse III	19.52
12100 - Medical Assistant	11.54
12130 - Medical Laboratory Technician	15.55
12160 - Medical Record Clerk	12.37
12190 - Medical Record Technician	13.84
12195 - Medical Transcriptionist	15.66
12210 - Nuclear Medicine Technologist	38.49
12221 - Nursing Assistant I	11.03
12222 - Nursing Assistant II	12.43
12223 - Nursing Assistant III	13.54
12224 - Nursing Assistant IV	15.22
12235 - Optical Dispenser	17.52
12236 - Optical Technician	15.66
12250 - Pharmacy Technician	14.18
12280 - Phlebotomist	15.22
12305 - Radiologic Technologist	22.64
12311 - Registered Nurse I	20.70

12312 - Registered Nurse II	25.32
12313 - Registered Nurse II, Specialist	25.32
12314 - Registered Nurse III	30.64
12315 - Registered Nurse III, Anesthetist	30.64
12316 - Registered Nurse IV	36.72
12317 - Scheduler (Drug and Alcohol Testing)	21.69
12320 - Substance Abuse Treatment Counselor	21.69
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.12
13012 - Exhibits Specialist II	22.43
13013 - Exhibits Specialist III	27.43
13041 - Illustrator I	18.12
13042 - Illustrator II	22.43
13043 - Illustrator III	27.43
13047 - Librarian	24.84
13050 - Library Aide/Clerk	14.42
13054 - Library Information Technology Systems Administrator	22.42
13058 - Library Technician	15.13
13061 - Media Specialist I	16.18
13062 - Media Specialist II	18.12
13063 - Media Specialist III	20.19
13071 - Photographer I	15.51
13072 - Photographer II	17.33
13073 - Photographer III	21.48
13074 - Photographer IV	26.29
13075 - Photographer V	31.82
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	15.62
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.71
14042 - Computer Operator II	15.76
14043 - Computer Operator III	17.56
14044 - Computer Operator IV	19.50
14045 - Computer Operator V	21.81
14071 - Computer Programmer I	(see 1) 15.73
14072 - Computer Programmer II	(see 1) 19.50
14073 - Computer Programmer III	(see 1) 23.84
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1) 24.23
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.71
14160 - Personal Computer Support Technician	19.50
14170 - System Support Specialist	21.24
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.23
15020 - Aircrew Training Devices Instructor (Rated)	29.32
15030 - Air Crew Training Devices Instructor (Pilot)	33.30
15050 - Computer Based Training Specialist / Instructor	24.23
15060 - Educational Technologist	22.82
15070 - Flight Instructor (Pilot)	33.30
15080 - Graphic Artist	20.47
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	32.62
15086 - Maintenance Test Pilot, Rotary Wing	32.62
15088 - Non-Maintenance Test/Co-Pilot	32.62
15090 - Technical Instructor	17.65
15095 - Technical Instructor/Course Developer	21.58
15110 - Test Proctor	13.87
15120 - Tutor	13.87
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.78
16030 - Counter Attendant	9.78
16040 - Dry Cleaner	11.30
16070 - Finisher, Flatwork, Machine	9.78
16090 - Presser, Hand	9.78
16110 - Presser, Machine, Drycleaning	9.78
16130 - Presser, Machine, Shirts	9.78
16160 - Presser, Machine, Wearing Apparel, Laundry	9.78
16190 - Sewing Machine Operator	11.94
16220 - Tailor	12.44

16250 - Washer, Machine	10.24
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.17
19040 - Tool And Die Maker	20.32
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.96
21030 - Material Coordinator	20.05
21040 - Material Expediter	20.05
21050 - Material Handling Laborer	11.37
21071 - Order Filler	9.66
21080 - Production Line Worker (Food Processing)	13.96
21110 - Shipping Packer	13.33
21130 - Shipping/Receiving Clerk	13.33
21140 - Store Worker I	13.93
21150 - Stock Clerk	19.55
21210 - Tools And Parts Attendant	13.96
21410 - Warehouse Specialist	13.96
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.69
23019 - Aircraft Logs and Records Technician	16.09
23021 - Aircraft Mechanic I	19.70
23022 - Aircraft Mechanic II	20.69
23023 - Aircraft Mechanic III	21.74
23040 - Aircraft Mechanic Helper	13.70
23050 - Aircraft, Painter	18.50
23060 - Aircraft Servicer	16.09
23070 - Aircraft Survival Flight Equipment Technician	18.50
23080 - Aircraft Worker	17.38
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	17.38
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	19.70
23110 - Appliance Mechanic	16.17
23120 - Bicycle Repairer	11.78
23125 - Cable Splicer	18.67
23130 - Carpenter, Maintenance	14.09
23140 - Carpet Layer	15.12
23160 - Electrician, Maintenance	17.68
23181 - Electronics Technician Maintenance I	15.12
23182 - Electronics Technician Maintenance II	16.17
23183 - Electronics Technician Maintenance III	18.31
23260 - Fabric Worker	14.07
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	13.03
23311 - Fuel Distribution System Mechanic	17.22
23312 - Fuel Distribution System Operator	13.03
23370 - General Maintenance Worker	11.96
23380 - Ground Support Equipment Mechanic	19.70
23381 - Ground Support Equipment Servicer	16.09
23382 - Ground Support Equipment Worker	17.38
23391 - Gunsmith I	13.03
23392 - Gunsmith II	15.12
23393 - Gunsmith III	17.22
23410 - Heating, Ventilation And Air-Conditioning Mechanic	16.58
23411 - Heating, Ventilation And Air Conditioning Mechanic Research Facility	17.63
23430 - Heavy Equipment Mechanic	17.27
23440 - Heavy Equipment Operator	16.21
23460 - Instrument Mechanic	17.22
23465 - Laboratory/Shelter Mechanic	16.17
23470 - Laborer	11.37
23510 - Locksmith	16.17
23530 - Machinery Maintenance Mechanic	19.12
23550 - Machinist, Maintenance	17.22
23580 - Maintenance Trades Helper	9.92
23591 - Metrology Technician I	17.22
23592 - Metrology Technician II	18.31
23593 - Metrology Technician III	19.39
23640 - Millwright	17.22
23710 - Office Appliance Repairer	15.82
23760 - Painter, Maintenance	13.95
23790 - Pipefitter, Maintenance	17.47
23810 - Plumber, Maintenance	16.40

23820 - Pneudraulic Systems Mechanic	17.22
23850 - Rigger	17.22
23870 - Scale Mechanic	15.12
23890 - Sheet-Metal Worker, Maintenance	15.28
23910 - Small Engine Mechanic	15.12
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	18.24
23960 - Welder, Combination, Maintenance	17.31
23965 - Well Driller	17.22
23970 - Woodcraft Worker	17.22
23980 - Woodworker	13.03
24000 - Personal Needs Occupations	
24550 - Case Manager	14.15
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	12.58
24610 - Chore Aide	13.93
24620 - Family Readiness And Support Services Coordinator	14.15
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	17.22
25040 - Sewage Plant Operator	17.53
25070 - Stationary Engineer	17.22
25190 - Ventilation Equipment Tender	11.97
25210 - Water Treatment Plant Operator	17.53
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	8.90
27008 - Corrections Officer	12.05
27010 - Court Security Officer	12.05
27030 - Detection Dog Handler	10.90
27040 - Detention Officer	12.05
27070 - Firefighter	12.05
27101 - Guard I	8.92
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.53
28042 - Carnival Equipment Repairer	12.20
28043 - Carnival Worker	9.03
28210 - Gate Attendant/Gate Tender	13.18
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.74
28510 - Recreation Aide/Health Facility Attendant	10.76
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	18.39
29020 - Hatch Tender	18.39
29030 - Line Handler	18.39
29041 - Stevedore I	17.14
29042 - Stevedore II	19.67
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.52
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.49
30021 - Archeological Technician I	17.49
30022 - Archeological Technician II	19.56
30023 - Archeological Technician III	24.21
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	21.93
30051 - Cryogenic Technician I	23.08
30052 - Cryogenic Technician II	25.49
30061 - Drafter/CAD Operator I	17.49
30062 - Drafter/CAD Operator II	19.56
30063 - Drafter/CAD Operator III	20.74
30064 - Drafter/CAD Operator IV	24.21
30081 - Engineering Technician I	14.62

30082 - Engineering Technician II	16.41
30083 - Engineering Technician III	18.36
30084 - Engineering Technician IV	22.34
30085 - Engineering Technician V	27.83
30086 - Engineering Technician VI	33.66
30090 - Environmental Technician	21.10
30095 - Evidence Control Specialist	20.84
30210 - Laboratory Technician	20.74
30221 - Latent Fingerprint Technician I	23.08
30222 - Latent Fingerprint Technician II	25.49
30240 - Mathematical Technician	23.34
30361 - Paralegal/Legal Assistant I	19.44
30362 - Paralegal/Legal Assistant II	23.68
30363 - Paralegal/Legal Assistant III	28.99
30364 - Paralegal/Legal Assistant IV	33.88
30375 - Petroleum Supply Specialist	25.49
30390 - Photo-Optics Technician	21.93
30395 - Radiation Control Technician	25.49
30461 - Technical Writer I	22.17
30462 - Technical Writer II	27.10
30463 - Technical Writer III	32.79
30491 - Unexploded Ordnance (UXO) Technician I	23.85
30492 - Unexploded Ordnance (UXO) Technician II	28.85
30493 - Unexploded Ordnance (UXO) Technician III	34.58
30494 - Unexploded (UXO) Safety Escort	23.85
30495 - Unexploded (UXO) Sweep Personnel	23.85
30501 - Weather Forecaster I	23.08
30502 - Weather Forecaster II	28.08
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 20.74
30621 - Weather Observer, Senior	(see 2) 23.00
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.85
31020 - Bus Aide	8.15
31030 - Bus Driver	9.69
31043 - Driver Courier	8.97
31260 - Parking and Lot Attendant	8.12
31290 - Shuttle Bus Driver	9.99
31310 - Taxi Driver	9.18
31361 - Truckdriver, Light	9.43
31362 - Truckdriver, Medium	11.61
31363 - Truckdriver, Heavy	13.89
31364 - Truckdriver, Tractor-Trailer	13.89
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.07
99030 - Cashier	9.03
99050 - Desk Clerk	9.70
99095 - Embalmer	23.85
99130 - Flight Follower	23.85
99251 - Laboratory Animal Caretaker I	19.65
99252 - Laboratory Animal Caretaker II	20.61
99260 - Marketing Analyst	19.10
99310 - Mortician	23.85
99410 - Pest Controller	14.61
99510 - Photofinishing Worker	12.53
99710 - Recycling Laborer	11.84
99711 - Recycling Specialist	17.90
99730 - Refuse Collector	11.26
99810 - Sales Clerk	9.46
99820 - School Crossing Guard	15.82
99830 - Survey Party Chief	21.30
99831 - Surveying Aide	12.11
99832 - Surveying Technician	15.74
99840 - Vending Machine Attendant	21.42
99841 - Vending Machine Repairer	27.06
99842 - Vending Machine Repairer Helper	21.42

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.41 per hour or \$176.40 per week or \$764.40 per month

HEALTH & WELFARE EO 13706: \$4.13 per hour, or \$165.20 per week, or \$715.87 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 4 weeks after 3 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) ****
Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification.

Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

- []** The offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.

- ☐ The offeror is a corporation, partnership, joint venture, or association known as

- B. Further, I say that the persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or proposal for which this affidavit is submitted are as follows [if none, please so state]:

- C. If the ownership of the offering business should change between the time this affidavit is made and the time an award is made or a contract is entered into, then I promise personally to update the disclosure required by 5 GCA §5233 by delivering another affidavit to the government.

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this ____ day of _____, 201__.

NOTARY PUBLIC
My commission expires _____

1. The name of the offering company or individual is [state name of company]

3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 § 11108(f).

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this ____ day of _____, 201__

NOTARY PUBLIC
My commission expires _____



EDDIE BAZA CALVO
Governor

RAY TENÓRIO
Lieutenant Governor

Office of the Governor of Guam.

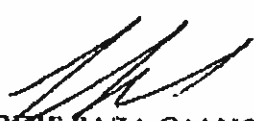
JUL 10 2016

Honorable Judith T. Won Pat, Ed.D.
Speaker
I Mina Trentai Tres Na Liheslaturan Guåhan
155 Hesler Street
Hagåtña, Guam 96910


Dear Madame Speaker:

Transmitted herewith is Bill No. 282-33 (COR), "AN ACT TO ADD A NEW § 71114 TO CHAPTER 71 OF DIVISION 3, TITLE 11, GUAM CODE ANNOTATED, RELATIVE TO ESTABLISHING A WITHHOLDING ASSESSMENT FEE FOR A NON-RESIDENT PERSON TO CAPTURE THE FOUR PERCENT (4%) EQUIVALENT OF THE BUSINESS PRIVILEGE TAX ON CONTRACTS AWARDED BY THE GOVERNMENT OF GUAM FOR PROFESSIONAL SERVICES," which was signed into law on June 30, 2016, as Public Law 33-166.





Seusermiente,


EDDIE BAZA CALVO

33-16-1780
Office of the Speaker
Judith T. Won Pat, Ed.D.

Date: 7-11-16
Time: 12:11 PM
Received By: 

1780

P.O. Box 2950 • Hagåtña, Guam 96932
Tel: (671) 472-8931 • Fax: (671) 477-4826 • governor.guam.gov • calendar.guam.gov
 Eddie Baza Calvo  Eddie Baza Calvo  Eddie Baza Calvo  Eddie Baza Calvo

I MINA'TRENTAI TRES NA LIHESLATURAN GUÅHAN
2016 (SECOND) Regular Session

CERTIFICATION OF PASSAGE OF AN ACT TO I MAGA'LÅHEN GUÅHAN

This is to certify that Bill No. 282-33 (COR), "AN ACT TO ADD A NEW § 71114 TO CHAPTER 71 OF DIVISION 3, TITLE 11, GUAM CODE ANNOTATED, RELATIVE TO ESTABLISHING A WITHHOLDING ASSESSMENT FEE FOR A NON-RESIDENT PERSON TO CAPTURE THE FOUR PERCENT (4%) EQUIVALENT OF THE BUSINESS PRIVILEGE TAX ON CONTRACTS AWARDED BY THE GOVERNMENT OF GUAM FOR PROFESSIONAL SERVICES," was on the 17th day of June 2016, duly and regularly passed.


Benjamin J.F. Cruz
Acting Speaker


Attested:

Tina Rose Muña Barnes
Legislative Secretary

.....
This Act was received by *I Maga'låhen Guåhan* this 20th day of JUNE,
2016, at 5:35 o'clock P.M.


Assistant Staff Officer

APPROVED:


EDWARD J.B. CALVO
I Maga'låhen Guåhan

Date: JUN 30 2016

Public Law No. 33-166

Doc No. 33GL-16-1780.

I MINA'TRENTAI TRES NA LIHESLATURAN GUAHAN
2016 (SECOND) Regular Session

Bill No. 282-33 (COR)

As amended on the Floor.

Introduced by:

Dennis G. Rodriguez, Jr.
Mary Camacho Torres
Judith T. Won Pat, Ed.D.
T. R. Muña Barnes
T. C. Ada
V. Anthony Ada
FRANK B. AGUON, JR.
Frank F. Blas, Jr.
B. J.F. Cruz
James V. Espaldon
Brant T. McCreadie
Tommy Morrison
R. J. Respicio
Michael F.Q. San Nicolas
N. B. Underwood, Ph.D.

**AN ACT TO ADD A NEW § 71114 TO CHAPTER 71 OF
DIVISION 3, TITLE 11, GUAM CODE ANNOTATED,
RELATIVE TO ESTABLISHING A WITHHOLDING
ASSESSMENT FEE FOR A NON-RESIDENT PERSON TO
CAPTURE THE FOUR PERCENT (4%) EQUIVALENT
OF THE BUSINESS PRIVILEGE TAX ON CONTRACTS
AWARDED BY THE GOVERNMENT OF GUAM FOR
PROFESSIONAL SERVICES.**

BE IT ENACTED BY THE PEOPLE OF GUAM:

Section 1. Legislative Findings and Intent. Tens of millions of dollars in

government of Guam contracts are annually awarded to persons without a valid

Guam business license for professional services to be provided by a non-resident

1

Doc No. 33GL-16-1780.

1 person residing outside of Guam. *I Liheslaturan Guåhan* finds that these off-island
2 offerors competing for the contract award have a four percent (4%) competitive
3 advantage over Guam businesses in that they are not subject to the four percent (4%)
4 business privilege tax as are Guam-based domestic businesses.

5 *I Liheslaturan Guåhan* finds it to be in the public interest to level the playing
6 field for the highly capable domestic Guam businesses desiring to have a fair feasible
7 opportunity to compete for these professional services contracts.

8 It is the intent of *I Liheslaturan Guåhan* to assess the equivalent of the Guam
9 business privilege tax by providing for a withholding assessment fee for a non-
10 resident person without a valid Guam business license residing outside of Guam,
11 which *shall* be equal to four percent (4%) of the total dollar value of a contract
12 awarded for all government of Guam contracts for professional services as a cost of
13 doing business with the government of Guam.

14 **Section 2.** A new § 71114 is *added* to Chapter 71 of Division 3, Title 11,
15 Guam Code Annotated, to read:

16 **"§ 71114. Withholding Assessment Fee Requirement for**
17 **Government Contracts; Off-Island Businesses Without Guam Business**
18 **License.**

19 (a) For the purposes of this Section, the following *shall* mean:

20 (1) *Non-resident person* means a person or body who is not a
21 permanent resident of Guam, or a business that does not possess a valid
22 Guam business license under Title 11, Guam Code Annotated, and does
23 not pay Business Privilege Taxes under Chapter 26 of Title 11, Guam
24 Code Annotated, and includes any individual, firm, co-partnership,
25 joint venture, association, corporation, estate, trust, limited liability
26 company, limited partnership, limited liability partnership, or any other

1 group or combination, as a foreign entity outside of Guam, acting as a
2 unit.

3 (2) *Professional services* or *services* means any kind of
4 services rendered by a non-resident person and includes, but is not
5 limited to, legal, promotional, advertising, public awareness,
6 architectural and engineering services, or other services deemed
7 applicable in the opinion of the Director of the Department of Revenue
8 and Taxation.

9 (b) There is established a withholding assessment fee for a non-
10 resident person without a valid Guam business license, which *shall* be equal
11 to four percent (4%) of the total dollar value of a contract awarded for all
12 government of Guam contracts for professional services provided by a non-
13 resident person residing outside of Guam, as a cost of doing business with the
14 government of Guam.

15 This Section *shall* apply as a mandatory requirement of a government
16 of Guam contract being awarded to provide professional services required by
17 any government of Guam agency, to include all autonomous agencies.

18 All agencies, to include autonomous agencies, of the government of
19 Guam *shall* ensure that all Requests for Proposals (RFP), Invitation for Bid
20 (IFB), or any other form of solicitation for professional services, include the
21 notification to potential offerors that the award and issuance of a contract to
22 provide the professional services is subject to the withholding assessment fee
23 for contracts awarded to persons without a valid Guam business license.

24 The agency awarding the contract or the agency's representative
25 awarding the contract *shall*, at the time of a contract award, in the instance of
26 a contract for professional services to a person who does not possess a valid
27 Guam business license under Title 11, Guam Code Annotated, and who is not

1 a resident of Guam, deduct from funds allocated for the contract an amount
2 equal to four percent (4%) of the total dollar value of a contract awarded, and
3 *shall* transmit the funds to the Treasurer of Guam for deposit in the General
4 Fund. The amount of the withholding assessment fee withheld pursuant to this
5 Section *shall* be duly noted in the payment statements to the contractor. The
6 agency *shall* report to the Department of Revenue and Taxation (DRT), on
7 forms prescribed by the Department, the amount of the withholding
8 assessment fee withheld, or any other information requested by DRT on the
9 prescribed form, from the awarded professional services contract within thirty
10 (30) days of the contract being awarded.

11 (c) Prospective Applicability. The withholding assessment fee
12 pursuant to this Section for a non-resident person without a valid Guam
13 business license *shall not* be applicable to any contract for professional
14 services entered into with the government of Guam prior to the effective date
15 of this Act; provided, however, that it *shall* be applicable for the award of a
16 new contract or contract renewal for the contractual provision of the same or
17 similar services.

18 (d) Withholding Assessment Fee Collected Declared Government of
19 Guam Funds. The withholding assessment fee levied, assessed and collected
20 under this Chapter *shall* become funds of the government of Guam from the
21 moment of collection and *shall* be subject to all laws, rules and regulations
22 pertaining thereto, and unless specifically provided by law, all such
23 withholding assessment fees collected *shall* be deposited into the Treasury of
24 Guam as part of the General Fund."

25 **Section 3. Severability.** If any provision of this Act or its application to
26 any person or circumstance is found to be invalid or contrary to law, such invalidity
27 *shall not* affect other provisions or applications of this Act which can be given effect

1 without the invalid provisions or application, and to this end the provisions of this
2 Act are severable.
3 **Section 4. Effective Date.** This Act *shall* be effective upon enactment.

GOVERNMENT OF GUAM

GENERAL SERVICES AGENCY
148 Route 1, Marine Corp. Drive
Piti, Guam 96915

BID BOND
NO. _____

KNOW ALL MEN BY THESE PRESENTS that _____, as Principal hereinafter called the Principal, and (Bonding Company), _____ A duly admitted insurer under the laws of the Territory of Guam, as Surety, hereinafter called the Surety are Held firmly bound unto the Territory of Guam for the sum of _____ Dollars (\$ _____), for Payment of which sum will and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (identify project by number and brief description)

NOW, THEREFORE, if the Territory of Guam shall accept the bid of the Principal and the Principal shall enter into a Contract with the Territory of Guam in accordance with the terms of such bid, and give such bond or bonds as may be specified in bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Territory of Guam the difference not to exceed the penalty hereof between the amounts specified in said bid and such larger amount for which the Territory of Guam may in good faith contract with another party to perform work covered by said bid or an appropriate liquidated amount as specified in the Invitation for Bids then this obligation shall be null and void, otherwise to remain full force and effect.

Signed and sealed this _____ day of _____ 2017

(PRINCIPAL) (SEAL)

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(RESIDENT GENERAL AGENT)

INSTRUCTION TO PROVIDERS:

NOTICE to all Insurance and Bonding Institutions:

The Bond requires the signatures of the Vendor, two (2) major Officers of the Surety and Resident General Agent, if the Surety is a foreign or alien surety.

When the form is submitted to General Services Agency, it should be accompanied with copies of The following:

1. Current Certificate of Authority to do business on Guam issued by the Department of Revenue and Taxation.
2. Power of Attorney issued by the Surety to the Resident General Agent.
3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.

Bonds, submitted as Bid Guarantee, without signatures and supporting documents are invalid and Bids will be rejected.

**GOVERNMENT OF GUAM
GENERAL TERMS AND CONDITIONS**

SEALED BID SOLICITATION AND AWARD

Only those Boxes checked below are applicable to this bid.

- [X] 1. **AUTHORITY:** This solicitation is issued subject to all the provision of the Guam Procurement Act (5GCA, Chapter 5) and the Guam Procurement Regulations (copies of both are available at the Office of the Complier of laws, Department of Law, copies available for inspection at General Services Agency). It requires all parties involved in the Preparation, negotiation, performance, or administration of contracts to act in good faith.
- [X] 2. **GENERAL INTENTION:** Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and conditions for the bidder to provide the Government of Guam (Government) with specified services or with materials, supplies or equipment completely assembled and ready for use.
- [X] 3. **TAXES:** Bidders are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam Transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation.
- [X] 4. **LICENSING:** Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.
- [] 5. **LOCAL PROCUREMENT PREFERENCE:** All procurement of supplies and services where possible, will be made from among businesses licensed to do business on Guam in accordance with section 5008 of the Guam Procurement Act (5GCA, Chapter 5) and Section 1-104 of the Guam Procurement Regulations.
- [X] 6. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:** Bidders shall comply with all specifications and other requirements of the Solicitation.
- [] 7. **"ALL OR NONE" BIDS:** NOTE: By checking this item, the Government is requesting all of the bid items to be bided or none at all. The Government will not award on an itemized basis.
- [X] 8. **INDEPENDENT PRICE DETERMINATION:** The bidder, upon signing the Invitation for Bid, certifies that the prices in his bid were derived at without collusion, and acknowledge that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provision of Section 5651 of that of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Section 5651 of the Government code.
- [X] 9. **BIDDER'S PRICE:** The Government will consider not more than two (2) (Basic and Alternate) item prices and the bidder shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the products origin. Where basic or alternate bid meets the minimum required specification, cost and other factors will be considered. Failure to explain this requirement will result in rejection of the bid.
- [X] 10. **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder's name, Bid number, time, date and place of Bid Opening.
- [X] 11. **BID GUARANTEE REQUIREMENT:** Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier's Check in the same bid envelope to be held by the Government pending award. The Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier's Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Treasure of Guam in the amount of fifteen percent (15%) of his highest total bid offer. The Bid Bond must be submitted on Government Standard Form BB-1 (copy enclosed). Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the bid or fails to enter into contract within the prescribed time, such Bid guarantee will be forfeited to the Government of Guam. Bids will be disqualified if not accompanied by Bid Bond, Letter of Credit, Certified Check or Cashier's check. Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Government of Guam to show proof that the surety company named on the bond instrument is authorized by the Government of Guam and qualified to do business on Guam. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid. Pursuant to 5 GCA § 5212, all competitive sealed bidding for the procurement of supplies or services exceeding \$25,000.00 a 15% Bid Security of the total bid price must accompany the bid package. The bid bond, Letter of Credit, Certified Check or Cashier's Check will serve as Bid Security for this procurement.
- [X] 12. **PERFORMANCE GUARANTEE:** Bidders who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Government of Guam. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in Section 40 of these General Terms and Conditions.
- [X] 13. **SURETY BONDS:** Bid and Bid Bonds coverage must be signed or countersigned in Guam by a foreign or alien surety's resident general agent. The surety must be an Insurance Company, authorized by the government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business in Guam.
- [X] 14. **COMPETENCY OF BIDDERS:** Bids will be considered only from such bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
- [X] 15. **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** The Chief Procurement Officer reserves the right for securing from bidders information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 15 of these General Terms and Conditions. (2 GAR, Div. 4 § 3116)

[X] 16. STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER:

In determining the lowest responsible offer, the Chief Procurement Officer shall be guided by the following:

- a) Price of items offered.
- b) The ability, capacity, and skill of the Bidder to perform.
- c) Whether the Bidder can perform promptly or within the specified time.
- d) The quality of performance of the Bidder with regards to awards previously made to him.
- e) The previous and existing compliance by the Bidder with laws and regulations relative to procurement.
- f) The sufficiency of the financial resources and ability of the Bidder to perform.
- g) The ability of the bidder to provide future maintenance and services for the subject of the award.
- h) The compliance with all of the conditions to the Solicitation.

[X] 17. TIE BIDS: If the bids are for the same unit price or total amount in the whole or in part, the Chief Procurement Officer will determine award based on 2 GAR, Div. 4, § 3109(o) (2) or to reject all such bids.

[X] 18. BRAND NAMES: Any reference in the Solicitation to manufacturer's Brand Names and number is due to lack of a satisfactory specification of commodity description. Such preference is intended to be descriptive, but not restrictive and for the sole purpose of indicating prospective bidders a description of the article or services that will be satisfactory. Bids on comparable items will be considered provided the bidder clearly states in his bid the exact articles he is offering and how it differs from the original specification.

[] 19. DESCRIPTIVE LITERATURE: Descriptive literature(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The literature furnished must clearly identify the item(s) in the Bid. The descriptive literature is required to establish, for the purpose of evaluation and award, details of the product(s) the bidder proposes to furnish including design, materials, components, performance characteristics, methods of manufacture, construction, assembly or other characteristics which are considered appropriate. Rejection of the Bid will be required if the descriptive literature(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the descriptive literature(s) by the time specified in the Solicitation will require rejection of the bid.

[] 20. SAMPLES: Sample(s) of item(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The sample(s) should represent exactly what the bidder proposes to furnish and will be used to determine if the item(s) offered complies with the specifications. Rejection of the Bid will be required if the sample(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the sample(s) by the time specified in the Solicitation will require rejection of the Bid.

[] 21. LABORATORY TEST: Successful bidder is required to accompany delivery of his goods with a Laboratory Test Report indicating that the product he is furnishing the Government meets with the specifications. This report is on the bidder's account and must be from a certified Testing Association.

[X] 22. AWARD, CANCELLATION, & REJECTION: Award shall be made to the lowest responsible and responsive bidder, whose bid is determined to be the most advantageous to the Government, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Government may require to waive any minor irregularity in bid received. The Chief Procurement Officer shall have the authority to award, cancel, or reject bids, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the solicitation, results in a bidding contract without further action by either party. In case of an error in the extension of prices, unit price will govern. It is the policy of the Government to award contracts to qualified local bidders. The Government reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after original award. No award shall be made under this solicitation which shall require advance payment or irrevocable letter of credit from the government (2 GAR, Div.4 §1103).

[] 23. MARKING: Each outside container shall be marked with the Purchase Order number, item number, brief item description and quantity. Letter marking shall not be less than 3/4" in height.

[X] 24. SCHEDULE FOR DELIVERY: Successful bidder shall notify the General Services Agency, Telephone Nos. 475-1707 or 475-1713, at least twenty-four (24) hours before delivery of any item under this solicitation.

[] 25. BILL OF SALE: Successful supplier shall render Bills of Sale for each item delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.

[] 26. MANUFACTURER'S CERTIFICATE: Successful bidder is required, upon delivery of any item under this contract, to furnish a certificate from the manufacturer indicating that the goods meet the specifications. Failure to comply with this request will result in rejection of delivery payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.

[X] 27. INSPECTION: All supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or test conducted by the Government at destination. If in any case the supplies, materials, equipment, or services are found to be defective in material, workmanship, performance, or otherwise do not conform with the specifications, the Government shall have the right to reject the items or require that they be corrected. The number of days required for correction will be determined by the Government.

[] 28. MOTOR VEHICLE SAFETY REQUIREMENTS: The Government will only consider Bids on motor vehicles which comply with the requirements of the National Traffic and Motor Vehicle safety Act of 1966 (Public Law 89-563) and Clean Air Act as amended (Public Law 88-206), that are applicable to Guam. Bidders shall state if the equipment offered comply with these aforementioned Federal Laws.

[] 29. SAFETY INSPECTION: All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.

- [] 30. **GUARANTEE:**
- a) **Guarantee of Vehicle Type of Equipment:**
The successful bidder shall guarantee vehicular type of equipment offered against defective parts, workmanship, and performance, for a period of not less than one (1) year after date of receipt of equipment. Bidder shall also provide service to the equipment for at least one (1) year. Service to be provided shall include, but will not be limited to tune ups (change of spark plugs, contact points and condensers) and lubrication (change of engine and transmission oil). All parts and labor shall be at the expense of the bidder. All parts found defective and not caused by misuse, negligence or accident within the guarantee period shall be repaired, replaced, or adjusted within six (6) working days after notice from the Government and without cost to the Government. Vehicular type of equipment as used in this context shall include equipment used for transportation as differentiated from tractors, backhoes, etc.
- b) **Guarantee of Other Type of Equipment:**
The successful bidder shall guarantee all other types of equipment offered, except those mentioned in 30a, above, against defective parts, workmanship, and performance for a period of not less than three (3) months after date of receipt of equipment. Bidder shall also provide service to the equipment for at least three (3) months. All parts found defective within that period shall be repaired or replaced by the Contractor without cost to the Government. Repairs, adjustments or replacements of defective parts shall be completed by the contractor within six (6) working days after notice from the Government.
- (c) **Compliance with this Section is a condition of this Bid.**
- [X] 31. **REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT:** The bidder or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a Government employee to breach any of the ethical standards and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth on Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.
- [X] 32. **REPRESENTATION REGARDING CONTINGENT FEES:** The contractor represents that it has not retained a person to solicit or secure a Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business (GPR Section 11-207).
- [X] 33. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractors shall not discriminate against any employee or applicant of employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.
- [X] 34. **COMPLIANCE WITH LAWS:** Bidders awarded a contract under this Solicitation shall comply with the applicable standard, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.
- [] 35. **CHANGE ORDER:** Any order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-03.1 of the Guam Procurement Regulations.
- [X] 36. **STOP WORK ORDER:** Any stop work order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-04.1 of the Guam Procurement Regulations.
- [X] 37. **CANCELLATION OF INVITATION FOR BIDS OR REQUEST FOR PROPOSALS:** Any Invitation for Bid may be cancelled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interests of the Territory in accordance with regulations promulgated by the Policy Office. The reasons therefor shall be made part of the contract file.
- [X] 38. **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by and between the contractor and the Government that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with the provisions of 2 GAR, Div. 4 § 6101(8).
- [X] 39. **JUSTIFICATION OF DELAY:** Bidders who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the bidder is not able to meet the specified delivery date, he is required to notify the Chief Procurement Officer of such delay. Notification shall be in writing and shall be received by the Chief Procurement Officer at least twenty-four (24) hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Government reserves the right to reject delay justification if, in the opinion of the Chief Procurement Officer, such justification is not adequate.

- [X] 40. **SERVICE-DISABLED VETERAN OWNED BUSINESS PREFERENCE:** Bidding is subject to the policy in favor of Service-Disabled Veteran Owned Business as defined in 5 GCA sections 5011 and 5012.
- [X] 41. **LIQUIDATED DAMAGES:** When the contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonable obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or nonperformance is excused under Paragraph 40 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay. 2 GAR, Div. 4 §6101(d).
- [X] 42. **PHYSICAL LIABILITY:** If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Government of Guam in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the Government of Guam from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reasons of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Government of Guam against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Government of Guam when required.
- [X] 43. Contract will be cancelled if funds not appropriated or insufficient, and that government will timely inform contractor. 2 GAR, Div.4 §3121(e) (1) (C) and 2 GAR, Div.4 § 3121(e)(1)(D).
- [] 44. If cancelled, contractor will be reimbursed unamortized reasonably incurred non-recurring costs. 2 GAR, Div.4 § 3121(e) (1) (G).
- [X] 45. **CONTACT FOR CONTRACT ADMINISTRATION:** If your firm receives a contract as a result of this Solicitation, please designate a person whom we may contact for prompt administration.

Name: _____

Title: _____

Address: _____

Telephone: _____

GOVERNMENT OF GUAM

SEALED BID SOLICITATION INSTRUCTIONS

1. **BID FORMS:** Each bidder shall be provided with one (1) sets of Solicitation forms. Additional copies may be provided upon request. Bidders requesting additional copies of said forms will be charged per page in accordance with 5 GCA § 10203 of the Government Code of Guam. All payments for this purpose shall be by cash, certified check or money order and shall be made payable to the General Services Agency (EO 86-24).
2. **PREPARATIONS OF BIDS:**
 - a) Bidders are required to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at bidder's risk.
 - b) Each bidder shall furnish the information required by the Solicitation. The bidder shall sign the Solicitation and print or type his name on the Schedule. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent are to be accompanied by evidence of this authority unless such evidence has been previously furnished to the issuing office.
 - c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the Schedule for each item offered. In case of discrepancies between a unit price and extended price, the unit price will be presumed to be correct.
 - d) Bids for supplies or services other than those specified will not be considered. Time, if stated as a number of days, means calendar days and will include Saturdays, Sundays, and holidays beginning the day after the issuance of a Notice to Proceed. Time stated ending on a Saturday, Sunday or Government of Guam legal holiday will end at the close of the next business day.
3. **EXPLANATION TO BIDDERS:** Any explanation desired by a bidder regarding the meaning or interpretation of the Solicitation, drawings, specifications, etc., must be submitted in writing and with sufficient time allowed for a written reply to reach all bidders before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning a Solicitation will be furnished to all prospective bidders in writing as an amendment to the Solicitation if such information would be prejudicial to informed bidders.
4. **ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS:** Receipt of an amendment to a Solicitation by a bidder must be acknowledged by signing an acknowledgement of receipt of the amendment. Such acknowledgement must be received prior to the hour and date specified for receipt of bids.
5. **SUBMISSION OF BIDS:**
 - a) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the Solicitation. The bidder shall show the hour and date specified in the Solicitation for receipt, the Solicitation number, and the name and address of the bidder on the face of the envelope.
 - b) Telegraphic bids will not be considered unless authorized by the Solicitation. However, bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt (see paragraph 6 of these instructions).
 - c) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Solicitation.
 - d) Samples or descriptive literature should not be submitted unless it is required on this solicitation. Regardless of any attempt by a bidder to condition the bid, unsolicited samples or descriptive literature will not be examined or tested at the bidder's risk, and will not be deemed to vary any of the provisions of this Solicitation.
6. **FAILURE TO SUBMIT BID:** If no bid is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard shall be sent to the issuing office advising whether future Solicitations for the type of supplies or services covered by this Solicitation are desired.
7. **LATE BID, LATE WITHDRAWALS, AND LATE MODIFICATIONS:**
 - a) Definition: Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).
 - b) Treatment: No late bid, late modification, or late withdrawal will be considered unless received before contract award, and the bid, modification, or withdrawal would have been timely but for the action or inaction of territorial personnel directly serving the procurement activity.

8. **DISCOUNTS:**

- a) Notwithstanding the fact that prompt payment discounts may be offered, such offer will not be considered in evaluating bids for award unless otherwise specified in the Solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.
- b) In connection with any discount offered, time will be computed from date of delivery and acceptance of the supplies to the destination as indicated in the purchase order or contract. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.

9. **GOVERNMENT FURNISHED PROPERTY:** No material, labor or facilities will be furnished by the Government unless otherwise provided for in the Solicitation.

10. **SELLER' INVOICES:** Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall be "certified true and correct" and shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended total. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.

11. **RECEIPT, OPENING AND RECORDING OF BIDS:** Bids and modifications shall be publicly opened in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Procurement Officer, shall be read aloud and recorded, or otherwise made available. The names and addresses of required witnesses shall be recorded at the opening. The opened bids shall be available for public inspection except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in accordance with Section 12, below. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices, makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).

12. **CONFIDENTIAL DATA:** If a bidder considers any information submitted in its bid to be confidential, the bidder must identify in writing to the Government those portions which it considers confidential, and must request in writing that those portions be kept confidential. Only trade secrets and proprietary data will be considered confidential. If there is a request for confidentiality, the Government will render a decision on the request as soon as practicable after bids are opened. The Government will advise any bidder requesting confidentiality, of the Government's decision in writing. If the Government does not agree with a bidder's request, then the Government will inform the bidder that it may lodge a protest regarding any part of the Government's decision by following the procedure for protests outlined in Chapter 9 of the Guam Procurement Regulations.

13. **PROHIBITION AGAINST GRATUITIES AND KICKBACKS:** With respect to this procurement and any other contract that bidder may have or wish to enter into with the Government, the bidder represents that he/she has not violated, is not violating, and promises that he will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations.

14. **STATEMENT OF QUALIFICATIONS:** The ability capacity and skill of the Bidders to perform; Whether the bidder can perform promptly or within the specified time; The quality of performance of the Bidder with regards to awards previously made to him; The sufficiency of the financial resources and ability of the bidders to perform; and the compliance with all of the conditions to the solicitation.

15. **WAGE AND BENEFIT COMPLIANCE-CONTRACTORS PROVIDING SERVICES**

- a) Contractor with regard to all person its employs whose purpose in whole or in part is the direct delivery of services contracted for with the Government of Guam in this procurement, shall pay such employees in accordance with the Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct deliverance of deliverables to the government of Guam. 5 GCA § 5801 Contractor shall be responsible for flowing down this obligation to its subcontractors.
- b) The Wage Determination most recently issued by the U.S. Department of Labor at the time this Agreement was awarded to Contractor shall be used to determine wages and benefits which shall be paid to employees pursuant to this clause. 5 GCA § 5801
- c) Should any contract contain a renewal clause, then at the time of renewal adjustments there shall be stipulations contained in that contract for applying the Wage Determination, so that the Wage Determination promulgated by the U.S Department of Labor on a date most recent to the renewal date shall apply. 5 GCA § 5801
- d) In addition to the Wage Determination detailed above, health and similar benefits for employees having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor shall apply. Contractor shall pay a minimum of ten (10) paid holidays per annum per employee. 5 GCA § 5802

- e) Any violation of Contractor or its subcontractors obligations of this section shall be investigated by the Guam Department of Labor and may include a monetary penalty assessment by the Guam Department of Labor of no less than One Hundred Dollars (\$100.00) per day, and no more than One Thousand Dollars (\$1,000.00) per day, until such time as a violation has been corrected, as well as the payment of all back wages and benefits due. 5 GCA § 5803
- f) In addition to any and all other breach of contract actions the Government of Guam may have under this procurement, in the event there is a violation in the process set forth in subsection (e) above, Contractor may be placed on probationary status by the Chief Procurement Officer of the General Service Agency, or its successor, for a period of one (1) year.

During the probationary status, a Contractor shall not be awarded any contract by any instrumentality of the Government of Guam. A Contractor who has been placed on probationary status, or has been assessed a monetary penalty pursuant to 5 G.C.A. Article 13 Title 5 may appeal such penalty or probationary status to the Superior Court of Guam. 5 GCA § 5804

- g) Contractor along with all proposed offerors and submitter under this procurement were required to submit a Declaration of Compliance with Wage Determination laws as part of this procurement with a copy of the most recent Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor. 5 GCA §5805
- h) The applicable USDOL Wage Determination Rate Revision (as defined by subsections (b) and (c)) is to this Agreement. Contractor agrees to provide upon written request by the Government of Guam written certification of its compliance with its obligations as part of each invoice, along with the names of any employees, their positions, and detailed wage and benefits paid in keeping with this section. Additionally upon request by Government of Guam the Contractor shall submit source documents as to those individuals provide direct services in part or whole under this Agreement and its payments to them of such wages and benefits.

16. **ETHICAL STANDARDS:** With respect to this procurement and any other contract that the Contractor may have, or wish to enter into, with any government of Guam agency, the Contractor represents that it has not knowingly influenced, and promises that it will not knowingly influence, any government employee to breach any of the ethical standards set forth in the Guam Procurement Law and in any of the Guam Procurement Regulations.

17. **PROHIBITION AGAINST CONTINGENT FEES:** The Contractor represents that he has not retained any person or agency upon an agreement or understanding for a percentage, commission, brokerage, or other contingent arrangement, except for retention of bona fide employees or bona fide established commercial selling agencies, to solicit or secure this Agreement or any other contract with the government of Guam or its agencies.

18. **CONTRACTOR'S WARRANTY AS TO EMPLOYEES AND SEX OFFENSES.** *Reference 5 GCA 5253 (b)* Contractor warrants that no person providing services on behalf of the Contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry.

Contractor warrants that if any person providing services on behalf of Contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction. Any contractor found in violation of this section, after notice from the Government of Guam, after notice from the contracting authority of such violation, shall within twenty-four (24) hours, take corrective action and shall report such action to the contracting authority. Failure to take corrective action with the stipulated period may result in the temporary suspension of the contract at the discretion of the Government of Guam.

19. **POLICY IN FAVOR OF SERVICE-DISABLED VETERAN OWNED BUSINESSES** P.L. 31-115 (September 20, 2011) 5 GCA § 5011 and § 5012 In the procurement of any supply or service, (except for professional services), if such supply or service is offered by a Service-Disabled Veteran Owned Business "SDVOB", as defined in 5 GCA § 5012, that is at least fifty one percent (51%) owned by service-disabled veteran(s), and if the supply or service is available within the period that is required for the procurement, and the price for the supply or service does not exceed one hundred five percent (105%) of the lowest bidder price, a preference shall be given to that SDVOB by the Government of Guam, and the supply or service shall be purchased from said SDVOB. This shall be in addition to any other procurement benefit the SDVOB may qualify for under Guam law. A business concern is a qualified SDVOB if: (a) the business concern is licensed to do business on Guam; (b) the business concern maintains its headquarters on Guam; (c) the business concern is at least fifty-one (51%) owned by a service-disabled veteran(s) who served in the active U.S. military service, was discharged or released under honorable conditions and whose disability is service-connected as demonstrated by a DD214, and certified by an award letter from the U.S. Department of Veterans Affairs; the DD214 and Disability award letter from U.S. Department of Veterans Affairs are submitted to the Government of Guam procuring agency for every service offered; and the service disabled veteran(s) owner(s) of the business concern has filed individual tax returns on Guam for a period of at least three (3) consecutive years.

ITEM DESCRIPTION

1.0 PROPERTY INSURANCE

- a. Annual cost with a three year premium \$ _____
- b. Annual cost with a five year premium \$ _____

2.0 LIABILITY INSURANCE

- a. Annual cost with a three year premium \$ _____
- b. Annual cost with a five year premium \$ _____

3.0 DIRECTORS & OFFICERS LIABILITY INSURANCE

- a. Annual cost with a three year premium \$ _____
- b. Annual cost with a five year premium \$ _____

4.0 AUTOMOBILE INSURANCE

- a. Annual cost with a three year premium \$ _____
- b. Annual cost with a five year premium \$ _____

5.0 CRIME INSURANCE

- a. Annual cost with a three year premium \$ _____
- b. Annual cost with a five year premium \$ _____

6.0 BUNDLE MUST INCLUDE ALL INSURANCE ITEMS ABOVE

- a. Total annual cost of three year bundle premium: \$ _____
 - Property \$ _____
 - Liability \$ _____
 - Directors& Officers Liability..... \$ _____
 - Automobile..... \$ _____
 - Crime..... \$ _____
- b. Total annual cost of a five year bundle premium: \$ _____
 - Property \$ _____
 - Liability \$ _____
 - Directors& Officers Liability..... \$ _____
 - Automobile..... \$ _____
 - Crime..... \$ _____

PLEASE REVIEW ATTACHED SPECIFICATIONS

These specifications were developed by the Port Authority of Guam's Risk Assessment Manager, Michael Moody an approved by Ms. Joanne M.S. Brown, General Manager for the Port Authority of Guam.

INSURANCE SPECIFICATIONS

FY 2018

Port Authority of Guam

CONTENTS

INSTRUCTIONS1

BID RESPONSE FORM – PROPERTY INSURANCE2

BID RESPONSE FORM – LIABILITY INSURANCE3

BID RESPONSE FORM – DIRECTORS & OFFICERS LIABILITY INSURANCE.....4

BID RESPONSE FORM – AUTOMOBILE INSURANCE5

BID RESPONSE FORM – CRIME INSURANCE6

BROKER QUESTIONNAIRE7

PROPERTY INSURANCE SPECIFICATIONS.....8

LIABILITY INSURANCE SPECIFICATIONS..... 12

DIRECTORS & OFFICERS INSURANCE SPECIFICATIONS..... 14

AUTOMOBILE INSURANCE SPECIFICATIONS..... 15

CRIME INSURANCE SPECIFICATIONS..... 17

APPLICATIONS AND SCHEDULES 18

INSTRUCTIONS

1. This is not an all-or-nothing bid. Bidders may offer quotes for any one or all coverages for either three or five year terms. PAG, at its sole discretion, may elect to accept the lowest overall price for either term.
2. Bids must be in a sealed single package and delivered to the following address no later than the date and time set by the Guam Department of Administration General Services Agency.
 General Services Agency
 148 Route 1 Marine Corps Drive
 Piti, Guam 96915
3. Bid Package shall include:
 - a. Bid Response Forms for each coverage for which a bid is being submitted.
 - b. Complete specimen policies and required endorsements for each coverage for which a bid is being submitted.
 - c. Information on the claims reporting procedures for each carrier.
 - d. Completed Broker Questionnaire.
 - e. Copy of Broker's license(s) to transact insurance on Guam.
 - f. Proof of at least \$1,000,000 Professional Liability insurance.
4. PAG will only purchase insurance from insurers licensed to transact business on Guam and with financial strength ratings of at least A-IX (Excellent) by A.M.Best, AA- (Strong) by Standard & Poor's, or Aa3 (Excellent) by Moody's.

BID RESPONSE FORM – PROPERTY INSURANCE

Limit	Deductible	3 Year Premium	5 Year Premium
\$40,000,000	\$1,000,000		

Carrier	Carrier's Financial Rating

Bidder: _____

By: _____

Date: _____

BID RESPONSE FORM – LIABILITY INSURANCE

Limit	Deductible	3 Year Premium	5 Year Premium
\$50,000,000 CSL	Nil		

Carrier	Carrier's Financial Rating

Bidder: _____

By: _____

Date: _____

BID RESPONSE FORM – DIRECTORS' & OFFICERS LIABILITY INSURANCE

Limit	Deductible	3 Year Premium	5 Year Premium
\$5,000,000 CSL	Nil		
\$2,000,000 EPL			

Carrier	Carrier's Financial Rating

Bidder: _____

By: _____

Date: _____

BID RESPONSE FORM – AUTOMOBILE INSURANCE

Limit	Deductible	3 Year Premium	5 Year Premium
\$2,000,000 CSL	\$1,000		

Carrier	Carrier's Financial Rating

Bidder: _____

By: _____

Date: _____

BID RESPONSE FORM – CRIME INSURANCE

Limit	Deductible	3 Year Premium	5 Year Premium
\$1,000,000	Nil		

Carrier	Carrier's Financial Rating

Bidder: _____

By: _____

Date: _____

BROKER QUESTIONNAIRE

Name of Firm: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

Web Site: (if any): _____

Year Established: _____

Principal: _____

Total Personnel: _____

Annual Commercial Premium: _____

PLEASE SEE ATTACHED DOCUMENTS FOR FURTHER INSURANCE INFORMATION

PROPERTY INSURANCE**Named Insured**

Jose D. Leon Guerrero Commercial Port

Port Authority of Guam (PAG)

Term

October 1, 2017 to 2020 at 12:01 AM Local Time (Three years), or

October 1, 2017 to 2022 at 12:01 AM Local Time (Five years)

Total Declared Values

Property	\$165,553,237
Equipment	\$23,588,187
Annual Revenue	\$42,558,596
Total	\$231,700,020

Claims

June 1, 2015, Fire in Port Administrative Building, \$1,595,800, less \$50,000 deductible,
Net \$1,546,800

Coverages Required

Coverage	Limits
Blanket coverage for risks of direct physical loss or damage to all real and personal property of every kind and description belonging to the Insured or in which the Insured has an insurable interest. Including: <ul style="list-style-type: none"> • Earthquake, Windstorm, Flood, Typhoon, and Tidal Wave • Loss of Revenue/Business Interruption and Extra Expense • Boiler and Machinery Breakdown 	\$40,000,000 any one occurrence
Sub Limits	
Personal Property in transit	\$250,000
Valuable Papers & Records and Computer Media	\$1,000,000
Automatic Acquisition	\$1,000,000
Boiler Explosion and Machinery Breakdown	\$5,000,000
Denial of Access	\$1,000,000
Suppliers' and Customers'	\$1,000,000
Debris Removal	\$250,000
Mold (in the aggregate)	\$250,000
Self-Insured Retention	
	\$1,000,000

Required Conditions

Schedules

The schedules of Property included with these Specifications represent, to the best of the Insured's knowledge, a complete listing of the property it wishes to insure and the current replacement values thereof. The schedules are not to be used to establish sub-limits of coverage, nor are they to be considered as any form of valuation. The amount payable under this Policy shall not be limited by individual values shown on the schedules prepared for Underwriters.

Waiver of Subrogation – Tenants

In event of loss, Underwriters waive their rights of subrogation against any tenant occupying, renting or leasing property from the Insured.

Valuation

Recovery shall be made on the basis of one hundred percent (100%) of the property's current replacement value at the time and place of loss, subject to the limit of coverage provided by the Policy. The Insured shall not be required to rebuild damaged or destroyed structures on the same site nor with like kind and quality.

Misrepresentation & Fraud

The Insured shall not be prejudiced by an unintentional or inadvertent error, omission, incorrect valuation or incorrect description of the interest, risk or property; provided that notice is given to Underwriters as soon as practical after discovery of any such error or omission.

Cancellation Clause

If Underwriters desire to cancel this policy, other than for non-payment, they shall give not less than ninety (90) days prior written notice by email and Certified Mail to:

General Services Agency
148 Route 1 Marine Corps Drive
Piti, Guam 96915

Automatic Acquisition

This policy is extended to cover additional property which may be acquired during the term of this Policy. Values must be reported to Underwriters during the policy period for determination of additional premium. The Insured may add property up to 5% of the total schedule without any additional premium.

Waiver of Coinsurance or Average Clause

In the event of loss, there shall be no application of a coinsurance or average clause in determining the recovery due the Insured.

Demolition Cost

This policy also covers, within the sum insured, the cost of demolishing any undamaged portion of the building(s) covered under this Policy including the cost of clearing the site resulting from enforcement of any state or municipal law or ordinance regulating the construction or repair of buildings and in force at the time of loss which necessitates such demolition.

Increased Cost of Construction

The amount of insurance includes within the sum insured the actual amount of the increased costs of repair, rebuilding or construction resulting from the enforcements of any applicable law or ordinance regulating the construction or repair of buildings.

Demolition and Increased Time to Rebuild

Underwriters will be liable for loss to the interest insured by the Policy, caused by enforcement of any state or municipal law or ordinance regulating the construction or repair of buildings and in force at the time such loss occurs, which requires the demolition of any portion of the described building(s) not damaged by the peril(s) insured against. Underwriters will also be liable for loss due to the additional period of time required for repair or reconstruction, in conformity with the minimum standard of such law or ordinance.

Business Interruption Extension

Coverage is extended to include the Actual Loss sustained by the Insured resulting directly from Interruption of Business for a period not to exceed twenty-four (24) calendar months.

Extra Expense Extension

Coverage is extended to include the necessary Extra Expense incurred by the Insured in order to continue as nearly as practicable the normal conduct of the Insured's business following loss or damage to property insured by this Policy.

Denial of Access

This Policy is extended to cover the actual loss sustained when access to the Insured's property is impaired or denied by order of civil authority, subject to a limitation of 4 weeks.

Jurisdiction

This insurance shall be governed by and construed in accordance with the laws of the Guam and the exclusive jurisdiction of the USA including Guam courts. The seat of arbitration shall be Guam.

Preservation of Property

The expenses incurred by the Insured in taking reasonable and necessary actions for the temporary protection/preservation of property insured will be added to the total physical loss or damage subject to the applicable deductible and without increase in the limit contained in the policy.

Damage to Building Exterior

Any endorsement or clause that excludes coverage for loss or damage to paint; or waterproofing material applied to the exterior of a Buildings, or shingles of any material; applied to the exterior surface of Buildings shall be waived.

Damage to Building Interior

Any endorsement or clause that excludes coverage for damage to the inside of a building or property in the building caused by rain, sand, or dust unless the wind first damages the roof or wall and enters through the resulting opening shall be waived.

Earthquake Damage

Any endorsement or clause that limits coverage to damage that weakens the structural frame or therefore the stability of the life of the building or structure shall be waived.

Any endorsement or clause that excludes loss for plaster cracks between masonry and gypsum board and any other deterioration of cement or plaster, as well as any damage caused by shrinkage, settling, deterioration and/or wear and tear shall be waived.

LIABILITY INSURANCE

Named Insured

Jose D. Leon Guerrero Commercial Port, Port Authority of Guam (PAG)

any Director, Officer, elected or appointed official, contract employee, servant, employee or volunteer worker while acting for or on behalf of the Authority.

Term

October 1, 2017 to 2020 at 12:01 AM Local Time (Three years), or

October 1, 2017 to 2022 at 12:01 AM Local Time (Five years)

Coverages Required

Coverage	Limits
Public Liability, combined single limit of liability each occurrence, including Products Liability	\$50,000,000
Personal Injury Liability	\$10,000,000
Pollution Liability	\$15,000,000
Self-Insured Retention	
Each and Every loss	\$300,000

Claims

No claims exceeding the deductible, five years.

Required Conditions

Territory

The Island of Guam as respects General Liability, Worldwide as respects Products Liability. Employees, Officials and Directors of PAG are covered while conducting business for the Authority Worldwide.

Additional Insureds, Waivers of Subrogation

Additional Insureds, Waivers of Subrogation, Indemnities and Contractual Agreements, Hold Harmless Agreements and Cross Liability Clauses shall be automatically included hereon as expiring and as required by the Insured; any new agreements "held covered" to be agreed by the Insurers as soon as possible.

Jurisdiction

This insurance shall be governed by and construed in accordance with the laws of the Guam and the exclusive jurisdiction of the USA including Guam courts. The seat of arbitration shall be Guam.

Waiver of Sovereign Immunity Clause

In the event of a claim under this Policy, Insurers waive the right to invoke the legal defense of Sovereign Immunity.

Cancellation Clause

If Underwriters desire to cancel this policy, other than for non-payment, they shall give not less than ninety (90) days prior written notice by email and Certified Mail to:

General Services Agency
148 Route 1 Marine Corps Drive
Piti, Guam 96915

DIRECTORS & OFFICERS LIABILITY

Named Insured

The Jose D. Leon Guerrero Commercial Port, Port Authority of Guam and subsidiary and associated companies in which the Insured has a controlling interest as stated in the Insured's proposal form.

Term

April 12, 2017 to 2020 at 12:01 AM Local Time (Three years), or
April 12, 2017 to 2022 at 12:01 AM Local Time (Five years)

Claims

No claims five years.

Coverages Required

Coverage	Limit of Liability
Directors and Officers Liability and Corporate Reimbursement, any one claim and in the aggregate	\$5,000,000
Employment Practice Liability (part of and not in addition to the limit)	\$2,000,000
Self Insured Retention	\$10,000 EEL \$75,000 EPL

Required Conditions

Retroactive Date

October 10, 1993

Territory

Worldwide.

Jurisdiction

This insurance shall be governed by and construed in accordance with the laws of the Guam and the exclusive jurisdiction of the USA including Guam courts. The seat of arbitration shall be Guam.

Cancellation Clause

If Underwriters desire to cancel this policy, other than for non-payment, they shall give not less than ninety (90) days prior written notice by email and Certified Mail to:

General Services Agency
148 Route 1 Marine Corps Drive
Piti, Guam 96915

AUTOMOBILE INSURANCE

Named Insured

Jose D. Leon Guerrero Commercial Port, Port Authority of Guam (PAG), and any person or entity using the insured vehicle with the Authority's permission.

Term

October 1, 2017 to 2020 at 12:01 AM Local Time (Three years), or

October 1, 2017 to 2022 at 12:01 AM Local Time (Five years)

Coverages Required

Coverage	Limits
Bodily Injury and Property Damage Liability each accident Including Hired and Non-Owned Auto Liability	\$2,000,000 Combined Single Limit
Medical Payments	\$1,000
Comprehensive	Not Covered
Collision, Collision & Typhoon	1,000
Uninsured Motorist – Each Person/Each Vehicle	\$25,000/\$50,000
Personal Accident – Each Person/Each Vehicle	Not Covered
Loss of Use	Not Covered
Passenger Risk	Not Covered

Claims

No claims three years.

Required Conditions

Valid Drivers' License Waiver

The requirement that drivers possess a valid driver's license is waived as respects the Authority.

Under-Age Driver Waiver

The exclusion of Material Damage coverage should the vehicle be operated by a driver under the age of 25 is waived as respects the Authority.

Operator Waiver

Any exclusion of coverage should the vehicle be operated by a person while committing a felony or who is under the influence of intoxicating liquor or controlled drugs or substances is waived as respects the Authority.

Newly Acquired and Substitute Vehicles

Newly acquired or substitute vehicles shall be automatically covered from the date of acquisition until the expiration of the policy. The additional premium for all such vehicles, and the return

premium for vehicles deleted from the schedule, will be determined by final audit adjustment following expiration of the policy.

Errors & Omissions Clause

The Insured shall not be prejudiced by an unintentional or inadvertent error, omission, incorrect valuation or incorrect description of any vehicle; provided that notice is given to Underwriters as soon as practical after discovery of any such error or omission.

Racing, Pacemaking or Speed Testing

The exclusion of coverage should the vehicle be operated for racing, pacemaking or speed testing is waived as respects the Authority.

Jurisdiction

This insurance shall be governed by and construed in accordance with the laws of the Guam and the exclusive jurisdiction of the USA including Guam courts. The seat of arbitration shall be Guam.

Waiver of Sovereign Immunity

In the event of a claim, Underwriters waive any defense of Sovereign Immunity.

Cancellation Clause

If Underwriters desire to cancel this policy, other than for non-payment, they shall give not less than ninety (90) days prior written notice by email and Certified Mail to:

General Services Agency
148 Route 1 Marine Corps Drive
Piti, Guam 96915

CRIME INSURANCE

Named Insured

Jose D. Leon Guerrero Commercial Port
Port Authority of Guam (PAG)

Term

October 1, 2017 to 2020 at 12:01 AM Local Time (Three years), or
October 1, 2017 to 2022 at 12:01 AM Local Time (Five years)

Claims

No claims five years.

Coverages Required

Coverage	Limits	Deductible
Aggregate	\$1,000,000	
Employee Dishonesty	\$1,000,000	\$50,000
Loss Inside the Premises	\$100,000	\$10,000
Loss Outside the Premises	\$100,000	\$10,000
Money Orders & Counterfeit Paper	\$100,000	\$50,000
Depositor's Forgery	\$100,000	\$50,000
Check Forgery	\$100,000	\$50,000
Third Party Computer Fraud	\$100,000	\$50,000
Costs	\$100,000	\$50,000

Required Conditions

Policy Form

The requirement that drivers possess a valid driver's license is waived as respects the Authority.

Territory

Guam

Jurisdiction

Any exclusion of coverage should the vehicle be operated by a person while committing a felony or who is under the influence of intoxicating liquor or controlled drugs or substances is waived as respects the Authority.

Cancellation Clause

If Underwriters desire to cancel this policy, other than for non-payment, they shall give not less than ninety (90) days prior written notice by email and Certified Mail to:

General Services Agency,
148 Route 1 Marine Corps
Drive Piti, Guam 96915

APPLICATIONS & SCHEDULES

- Property Schedule**
- Equipment Schedule**
- Vehicle Schedule**
- Liability Application**
- Directors & Officers Liability Application**
- Crime Application**

PORT AUTHORITY OF GUAM
PROPERTY SCHEDULE

Updated: July 20, 2017

Description
Building
Contents
Total
Built
Area

1 Administration	\$	2,100,000	\$	1,000,000	\$	3,100,000	1969	26283
2 Computer Hardware (Port wide)			\$	2,000,000	\$	2,000,000		
3 Container Freight Station	\$	3,146,850	\$	-	\$	3,146,850	1969	27000
4 BOD Building (CSX /MSA)	\$	840,000	\$	5,000	\$	845,000	1969	5000
5 Fuel Pier F-1	\$	8,230,000	\$	-	\$	8,230,000		345 LF
6 Golf Pier	\$	4,200,000	\$	-	\$	4,200,000		200 LF
7 Hazmat Station	\$	105,000	\$	-	\$	105,000		-
8 Hotel Wharf	\$	8,456,000	\$	-	\$	8,456,000		500 LF
9 Maintenance & Repair Shop	\$	3,150,000	\$	1,500,000	\$	4,650,000	1969	23439
10 New Control Tower	\$	105,000	\$	10,000	\$	115,000	1969	1400
11 Old Control Tower	\$	255,150	\$	5,000	\$	260,150	1969	932
12 Port Police	\$	525,000	\$	30,000	\$	555,000	1969	3720
13 Port Beach (Pavilion & Rest.)	\$	31,500	\$	-	\$	31,500		
14 Rig & Loft	\$	525,000	\$	20,000	\$	545,000	1969	3600
15 Gate House No. 1	\$	534,990	\$	-	\$	534,990	1976	50
16 Gate House No. 2 Checkpoint	\$	503,370	\$	20,000	\$	523,370	1980	5310
17 Transit Shed No. 1	\$	6,825,000	\$	-	\$	6,825,000	1969	52978
18 Wharfs F-2- F-6	\$	55,125,000	\$	-	\$	55,125,000	VRS	3225
19 Restroom Fac., BOD	\$	89,250	\$	5,000	\$	94,250	1998	
20 Miscellaneous Lighting & Fencin	\$	550,000	\$	-	\$	550,000	Various	
21 Harbor of Refuge Warehouse	\$	179,550	\$	-	\$	179,550	1992	
22 Substations 1,2,3 & 4	\$	1,260,000	\$	-	\$	1,260,000	96/97	
23 LC-1 Concrete Shelter SS1	\$	159,820	\$	-	\$	159,820	2002	1375
24 LC-2 Concrete Shelter SS2	\$	109,660	\$	-	\$	109,660	2002	975
25 LC-3 Concrete Shelter SS3	\$	167,327	\$	-	\$	167,327	2002	1500
26 LC-4 Concrete Shelter SS4	\$	226,743	\$	-	\$	226,743	2002	1950
27 Tank No. 7	\$	336,000	\$	-	\$	336,000		
28 Excess Hazmat Container Yard	\$	336,928	\$	-	\$	336,928	09/30/05	252,167
29 CMU Wall (Hazmit Grant)	\$	155,629	\$	-	\$	155,629	01/03/06	1380 linear
30 Reefer Outlet Plugs	\$	137,547	\$	-	\$	137,547	12/05/07	
31 CMU Wall (Main gate to EQMR)	\$	93,991	\$	-	\$	93,991	12/31/07	
32 Shore Power Project	\$	133,005	\$	-	\$	133,005	05/31/09	
33 Housing Units (8)	\$	137,547	\$	-	\$	137,547		
34 PCC Building	\$	2,933,000	\$	1,334,223	\$	4,267,223	05/31/14	
35 Marad-Port Modernization	\$	49,025,784	\$	-	\$	49,025,784		
36 Chain Link Fence Replacement	\$	348,342	\$	-	\$	348,342		
37 Gulf Pier Dist. Piping & Appurte	\$	2,329,794	\$	-	\$	2,329,794		
Subtotals - Cabras Island	\$	153,367,777	\$	5,929,223	\$	159,297,000		
Agat Marina								
1 Building	\$	260,400	\$	2,000	\$	262,400	1985	
2 Restaurant	\$	492,660	\$	-	\$	492,660	1985	
3 Floating Docks	\$	2,125,308	\$	-	\$	2,125,308	2015	
4 Bunkering Wharf	\$	100,000	\$	-	\$	100,000		

 13:17
08/10/2017

Finance

Property Schedule

(d) Please describe what corrective measures were taken to prevent similar losses.

Declaration

We declare that the statements and particulars in this application are true and that no materials facts have been misstated or suppressed after enquiry. We agree that should any of the information given by us alter between the date of this application and the inception date of coverage, we will give immediate notice thereof. We are aware that this application, together with any other information supplied by us shall form the basis of any contract of insurance effect thereon.

Signed

GENERAL MANAGER

Title (to be signed by Partner/Director or Principal or equivalent)

Port Authority of Guam

Company

Date

Please enclose with this Application

- The last Annual Report and Accounts for the Company.
- The most recent Interim Statement (if applicable).
- Any other Prospectus Type Document published in the last 12 months.

PORT AUTHORITY OF GUAM					
PROPERTY SCHEDULE					
Updated: July 20, 2017					
<u>Description</u>	<u>Building</u>	<u>Contents</u>	<u>Total</u>	<u>Built</u>	<u>Area</u>
Sub-Totals- Agat	\$ 2,978,368	\$ 2,000	\$ 2,980,368		
Gregorio D. Perez Marina					
1 Phase I	\$ 1,498,192	\$ -	\$ 1,498,192	02/28/2013	
2 Phase II	\$ 1,698,877		\$ 1,698,877	12/31/2013	
3 Ejector Pump	\$ 78,800	\$ -	\$ 78,800		
Sub-Totals - Hatgatna	\$ 3,275,869	\$ -	\$ 3,275,869		
Totals	\$ 159,622,014	\$ 5,931,223	\$ 165,553,237		
Revenue (Blanket)					
Operating Revenue			\$ 33,962,692		
Rental Income			\$ 8,595,904		
Total			\$ -		
			\$ 42,558,596		

PORT AUTHORITY OF GUAM EQUIPMENT SCHEDULE

Tractors	Description	ID No.s	Unit Cost	Quantity	Total Cost	Assigned
2017	Kalmar-2017 YT	T-93-T108	108,751	16	\$ 1,740,016	Transportation
2010	Kalmar-Ottawa 4 x 2	T-83-T87, T89 - T92	90,730	9	\$ 816,570	Transportation
2007	Kalmar-Ottawa YT-50	T75-T77, T79, T81-T82	85,744	6	\$ 514,464	Transportation
2001	Tractor Magnum	702, 728, 741, 749, 750		5	\$ 75,000	Transportation
Forklifts			Sub-Total	36	\$ 3,146,050	
2017	Hyundai 20 Ton Forklift	FL-17-169	211,894	1	\$ 211,894	Transportation
2017	Hyundai 10 Ton Forklift	FL-17-170	126,411	1	\$ 126,441	Transportation
2016	Doosan 5.5 Ton Forklift	FL-45-48	40,950	4	\$ 163,800	Transportation
2008	Hyster 20 Ton Forklift	FL-08-168	252,999	1	\$ 252,999	Transportation
2008	Hyster 5 Ton Diesel Forklift	FL-08-40-44	44,799	5	\$ 223,995	Transportation
2008	Hyster 10 Ton Diesel Forklift	FL-08-165-167	147,799	3	\$ 443,397	Transportation
1998	Hyster 5.5T	FL98-39	40,793	1	\$ 40,793	Transportation
Toplifters			Sub-Total	16	\$ 1,463,319	
2016	Hyster Challenger Top Lifter	TL 16-07 - 16-10	496,949	4	\$ 1,987,796	Transportation
2009	Hyster Challenger Top Lifter H50.00XM-	F117E01679G	645,000	1	\$ 645,000	Transportation
2009	Hyster Challenger Top Lifter H50.00XM-	F117E01680G	645,000	1	\$ 645,000	Transportation
2009	Hyster Top Lifters H50.00XM-16CH	F117E01675G/F117E01674G	650,000	2	\$ 1,300,000	Transportation
Cranes			Sub-Total	8	\$ 4,577,796	
	Pola 17		3,998,054.00	1	\$ 3,998,054.00	Transportation
	Pola 16		4,007,228.00	1	\$ 4,007,228.00	Transportation
	Pola 14		3,994,718.00	1	\$ 3,994,718.00	Transportation
Gensets			Sub-Total	3	\$ 12,000,000.00	
2015	725KW Prime Power Diesel Generator		223,656	1	\$ 223,656	PSGP
2015	455KW Prime Power Diesel Generator		171,601	3	\$ 514,803	PSGP
2005	Katolight 500 KW Generator (LC4)	1869	89,999	1	\$ 89,999	From FEMA
2005	Katolight 500 KW Generator (LC1)	1870	89,999	1	\$ 89,999	From FEMA
Other			Sub-Total	6	\$ 918,457.00	
2016	Regenerative Air Street Sweeper	1FVACWDK6HHJC4068	174,999	1	\$ 174,999	Picked up under Au
2010	Portable Fire Pumps-HH220i Auto Prime	0922831-2/0922831-3/0922831-1	173,195.00	3	\$ 519,585	
1995	SWAGE Pressure Machine		61,596	1	\$ 61,596	Stevedore/Rigger
	Refurbished Boats		150,000	2	\$ 300,000	Port Police
	Portable Welding Machine	MF500036E	40,000	1	\$ 40,000	Maintenance
	Portable Welding Machine	MF500035E	45,600	1	\$ 45,600	Maintenance
2015	Articulating Boom Lift 120' Reach	300216234	256,900	1	\$ 256,900	Maintenance
2015	Articulating Boom Lift 34' Reach	300209110	83,885	1	\$ 83,885	Maintenance
Sub-Total				11	\$ 1,482,565.00	
Total				\$ 80.00	\$ 23,588,187.00	

PORT AUTHORITY OF GUAM
AUTOMOBILE SCHEDULE

Year	Make	Description	VIN	Cost	NBV	License	Assigned	Color	Asset No.
2005	Ford	Ranger XL 4 X 2 Pickup	1FTYR10D15PA47330	\$ 15,190.00	-	4248	Transportation	Beige	1812
2005	Ford	Ranger XL 4 X 2 Pickup	1FTYR10D15PA47331	\$ 15,190.00	-	4249	Transportation	Silver	1813
2005	Ford	Ranger XL 4 X 2 Pickup	1FTYR10D45PA56832	\$ 15,190.00	-	4221	Transportation	White	1815
2007	Ford	Ranger 4x2 Pickup	1FTYR10D7PA37368	\$ 17,795.00	-	4620	EQMR	White	1941
2008	Hyundai	Hyundai Accent	KMHCM46C28U248843	\$ 11,971.00	-	5671	Deputy GM	White	2056
2008	Ford	E-350 15 Passenger Van	1FBSS31L18DA31117	\$ 28,800.00	-	5052	Transportation	White	2058
2009	Ford	Ranger 4x2 Pickup	1FTYR10E59PA23689	\$ 28,900.00	-	5509	Fleet	White	2084
1995	GM	Kodiak Stake Truck	1GEM7H1JOSJ110762	\$ 1.00	-	5593	Port Police-Lesso		2115
2010	Kawasaki	4x4 Utility Vehicle	JK1AFDG14AB502938	\$ 15,695.00	-		Port Police	red	2195
	Kawasaki	4 Seater Tran Mule	5K1AFDG15DB508901	\$ 14,920.00	6,466		Crane Maintenance		2518
2003	Ford	Used 2003 Ford Ranger	1FTYR10E73PB27799	\$ 2,000.00	-	6313	Transportation	Blue	2520
2003	Ford	Used 2003 Ford Ranger	1FTYR10E83PB27679	\$ 2,000.00	-	6311	Transportation	red	2521
2004	Ford	Used 2004 Heritage F-150	2FTRF17284CA78933	\$ 2,250.00	-	6314	Transportation	White	2522
2006	Ford	Used 2006 E250	1FTNE24L64HB20366	\$ 3,400.00	-	6316	Port Police		2523
2004	Ford	Used 2007 Ford Ranger	1FTYR10E84PB07577	\$ 3,000.00	-	6312	Transportation		2524
2006	Ford	Used 2006 E350 Van	1FTYR10E84PB07577	\$ 3,600.00	-	6315	Transportation	White	2525
2005	Dodge	Used 2005 2500 Utility Trk	3D6WR26D75G857130	\$ 5,000.00	-	6285	Stevedore		2536
2015	Toyota	2015 Toyota Tacoma 4x2	5TFX4CN3FX051094	\$ 26,426.00	12,773		Transportation		2540
2015	Toyota	2015 Toyota Tacoma 4x2	5TFTX4CN2FX050986	\$ 26,426.00	12,773		Transportation		2541
2015	Toyota	2015 Toyota Tacoma 4x2	35TFTX4CN9FX053156	\$ 26,426.00	12,773	6298	Transportation		2542
2004	Ford	Used 2004 F-250	1FTNW20L64ED77113	\$ 4,300.00	-	5895	Stevedore		2549
2004	Ford	Used 2004 F-250	1FTNW20L04ED77110	\$ 4,200.00	-	5894	Stevedore		2550
2004	Ford	Used 2004 F-250	1FTNW20L24ED77108	\$ 4,700.00	-	5893	Stevedore		2551
2015	Hyundai	Electric Golf Cart (4) Seater	JH1542-598236	\$ 12,000.00	6,200		Terminal		2553
2015	Kawasaki	Gas Powered Transporter	KMHCT4AE6FU903756	\$ 13,895.00	8,106	6591	Clerical	Green	2585
			FD620DE610358	\$ 14,570.00	8,742	N/A	Electrical		2588
2005	Ford	Used Ford Ranger P/U	1FTYR10D35PA72374	\$ 2,700.00	225	6661	Corrosion	Beige	2597
2005	Ford	Used Ford Ranger P/U	1FTYR10U05PA83879	\$ 2,700.00	225	6663	Transportation	Beige	2598
2005	Ford	Used Ford Ranger P/U	1FTYR10D05PA72378	\$ 2,700.00	225	6662	Maintenance	White	2599
2005	Ford	Used Ford Ranger P/U	1FTYR10U75PA83877	\$ 2,700.00	225	6664	Transportation	Beige	2600
2016	Toyota	Tacoma 4x2	5TFTX4CN9FX066420	\$ 26,426.00	17,177	5864	Commercial	White	2608
2841	Mazda	Mazada 3 4 Dr Sedan	JM1BN1U79H1103897	\$ 17,693.00	15,924	4928	CIP		2841
2012	Ford	F-350 Police Truck 4WD	1FT8W3DT3CEB02780	\$ 69,993.00	-	6151	Port Police-Fed. Fun	White	120043
1989	American	General Hummer	71639	\$ 9,660.00	-	6136	Port Police-Lesso	black	130049
1994	GMC	K1500 Long Bed Truck	1GTDG1421RZ564529	\$ 2,475.00	-		Port Police-Lesso	blue	130055
2002	Ford	F350 Super Duty Crew Cab	1FTSW31L12ED65195	\$ 7,040.00	-	6210	Port Police-Lesso		130057
	Ford	F350 Super Duty Crew Cab	1FTSW31LX2ED65194	\$ 7,040.00	-	6079	Port Police-Lesso		130059
1986	American	General Hummer	SR#020399	\$ 9,500.00	1,425		Port Police-Lesso		130060
2015	KIA	2015 KIA Sedona Van	KNDMA5C17F6075221	\$ 33,500.00	17,308	6337	Planning		150256
	ZBV	Mobile X-Ray Cntr/Veh	ZBV-R703	\$ 987,304.00	724,023		Planning/Customs	White	1500249
2007	Chevy	Used Trailblazer	1GNDT139872224411	\$ 8,808.00	-	6344	Port Police-Lesso		1500264
2015	Toyota	Tacoma	5TFTX4CN2FX061017	\$ 26,426.00	14,534	6354	Harbor Master	White	1500269
2015	Toyota	Tacoma	5TFTX4CN9FX064559	\$ 26,426.00	14,534	6370	Safety	White	1500271
2016	Ford	Explorer Wagon	1FM5K8AR1GGB29809	\$ 46,649.00	31,877	5713	Port Police	White	1600297
2016	Ford	Explorer Wagon	1FM5K8AR8GGB29810	\$ 47,876.00	33,513	5710	Port Police	White	1600298
2016	Ford	Explorer Wagon	1FM5K8ARXGGB29811	\$ 47,876.00	33,513	5712	Port Police	White	1600299
2016	Ford	Explorer Wagon	1FM5K8AR1GGB29812	\$ 46,649.00	31,877	5711	Port Police	White	1600300
TOTAL				\$ 1,749,986.00	\$ 1,004,438				

08/10/2017

13:18

FINANCE DIVISION

Vehicle Schedule

PORT LIABILITY INSURANCE APPLICATION

NAMED INSURED:

Port Authority of Guam, Jose D. Leon Guerrero Commercial Port	
1026 Cabras Highway, Suite 201 Piti, Guam 969251026	Joanne M.S. Brown General Manager

MAILING ADDRESS:

CONTACT:

NATURE OF BUSINESS:

Seaport Operator

POLICY FORM:

Lloyds Ports and Terminals Consortium wording as expiring

COVERAGE REQUESTED

	Limit	Deductible
Port Authority Legal and/or Public Liabilities		
any one accident and/or occurrence	\$50,000,000	\$15,000
Public Officials Liability		
any one accident and/or occurrence	\$5,000,000	

POLICY PERIOD REQUESTED

From 12:01 A.M. October 1, 2017 to 12:01 A.M. October 1, 2018 both at Local Standard Time.

ALTERNATE QUOTE REQUESTED:

--

REFER TO INSURANCE SPECS FOR REQUIRED CONDITIONS AND CLAUSES.

PORT AUTHORITY QUESTIONNAIRE

1. **NAME AND FULL ADDRESS** (including post code or zip code and latitude and longitude) of Port Authority and other port locations to be insured.

Jose D. Leon Guerrero Commercial Port
DBA: Port Authority of Guam
1026 Cabras Highway, Suite 201
Piti, Guam 92925 Latitude: 13.467 Longitude: 144.783

2. **TYPE OF PORT:** Yes _____ Yes _____

Are you a landlord port? _____ or an operational port? _____

If you are both a landlord and operational port, please provide the percentage split based on revenue: percentage of revenue as a landlord: 18%

percentage of operational revenue: 82%

For any **Cargo Handling** operations performed by you please complete the relevant parts of the Terminal Operators /other Operations Questionnaire.

2. FACILITIES:

Please enter the number of facilities available, if none enter 0: 0

Container terminals	<u>1</u>	Dry Bulk Terminals	<u>1</u>
Ro-Ro terminals	<u>1</u>	Gas terminals	<u>0</u>
Container Depots	<u>1</u>	Oil terminals	<u>0</u>
Warehouses	<u>2</u>	Passenger Terminals	<u>1</u>
Temperature Controlled Warehouse	<u>0</u>	Dry docks	<u>0</u>
Breakbulk/General cargo terminals	<u>1</u>	Ship repair	<u>0</u>
Grain Terminals	<u>0</u>	Yacht marina	<u>2</u>

Other (please specify): _____

3. SERVICES:

Services provided by you, please answer "Y" performed by you, "S" performed by your subcontractor and "N" not provided:

<u>Y</u> Stevedoring	<u>N</u> Dredging
<u>Y</u> Marine terminal operator	<u>N</u> Tugs
<u>N</u> Navigational information and aids	<u>N</u> Salvage / ship removal
<u>Y</u> Marine traffic control	<u>N</u> Bunkering
<u>N</u> Maintained water depths	<u>N</u> Dumpsites / landfill
<u>N</u> Buoys and lighting	<u>N</u> Waste disposal
<u>N</u> Pilotage	<u>N</u> Diving
<u>N</u> Helicopter landing sites/airport	<u>N</u> Advice to other operators
<u>Y</u> Warehousing	<u>Y</u> Security (e.g. Police)
<u>N</u> Temperature Controlled Warehousing	<u>N</u> Emergency (e.g. Fire Services)

Other (please specify) _____

4. **SERVICES:** (continued)

Do you provide any other facilities / services e.g. car parks, shops, oil rig facilities etc.? If yes please give details:

NO

Please attach a copy of your latest annual report/handbook and a map of the port, its boundaries and confines.

5. **CONTRACTS/INDEMNITIES**

a) **Contracts with Customers** (for example shipping lines):

Do you have any of the following contracts? Yes

If Yes, please indicate the extent of any liability and/or indemnities (please check the relevant box):

	Limited liability iro negligence	Unlimited liability iro negligence	No liability	Other Please specify
No contracts?	Y N	Y N	Y N	Y N
Standard contracts?	Y N	Y N	Y N	Y N
Individual user agreements? <input checked="" type="checkbox"/>	Y <input checked="" type="checkbox"/> N	Y N	Y N	Y N
Port tariff /act/bylaws? <input checked="" type="checkbox"/>	Y <input checked="" type="checkbox"/> N	Y N	Y N	Y N

b) **Other Contracts/Leases/licenses:**

Do your leases / licences contain indemnities in your favour? Yes ☒ No

Do these contracts/leases/licenses have indemnities covering your own negligence?
Yes ☒ No

Have you given any indemnities to another party under any agreement?

Yes No ☒

If yes, please give details.

c) **Tenants and/or Subcontractors:**

Is there a requirement in your Contract with tenants and/or subcontractors that they have adequate liability and property insurance?
Yes ☒ No

If yes, what is the minimum limit that you require? \$ 500,000 PI, \$1m Accident, \$200,000 PD

Do you check annually that all tenants and/or subcontractors maintain and renew their insurance?
Yes ☒ No

Note: *There is a policy requirement that your Tenants and Subcontractors purchase and maintain adequate liability and property insurance.*

6. **VOLUMES:**

Please advise annual throughputs broken down into TEU's handled, breakbulk and bulk (in tonnes), cars (as units or tonnes) and any other cargoes.

	Last Year	This Year	Estimated Next Year
TEUs	175,886	166,067	170,976
Breakbulk (tons)	203,859	169,721	186,790
Dry bulk (tons)	0	0	0
Wet bulk (tons)	0	0	0
Cars	7,766	7,415	7,590
Other e.g. passengers (please specify)	passengers	passengers	passengers
International			
Domestic			

What is your annual revenue?

Last Year	This Year	Estimated Next Year
\$52,207,769	\$49,707,385	\$50,230,621

What % of revenue is derived from cargo handling?

Last Year	This Year	Estimated Next Year
83%	84%	83%

How many vessel calls per annum? Please provide figures broken down into size of vessel:

	Last Year	This Year	Estimated Next Year
Up to 5,000 GRT	240	277	258
5,000 - 15,000 GRT	177	142	159
Over 15,000 GRT	246	124	185

7. **EQUIPMENT:**

Please provide the aggregate value for the current year and next year and attach a schedule showing against each item, description, value and age. Are your declared values based on:

New replacement value?	Yes	✓No
Market value?	Yes	No ✓
Depreciated (book) value?	Yes	No ✓

Please provide your estimated Maximum Possible Loss. \$19,204,735

8. **PROPERTY:**

a) Please provide a summary of property values broken down as follows:

	Sum Insured in USD
Wharves & quays	\$80,253,069
Buildings	\$819,480.00
Warehouses/storage facilities	\$6,825,000

- b) Please also attach a full schedule with description, values, age, location including details of construction and details of fire extinguishing appliances / sprinklers;
- c) Please itemise separately (together with the location) any single structure where the insured value is in excess of USD 15,000,000;
- d) Please itemise separately (together with location) any property outside the confines of the port;
- e) Please provide your estimated Maximum Possible Loss. \$125,000,000

9. **HULL and P & I:**

Please attach a vessel schedule with name, type, use, age, GRT, value and horse power (for tugs), plus number of crew.

N/A

10. **BUSINESS INTERRUPTION**

a) What is your applicable annual revenue?

Last Year	This Year	Estimated Next Year
\$52,207,769	\$49,707,385	\$50,230,621

- b) Do you require cover for increased cost of working; or loss of revenue?
- Yes ✓No
Yes ✓No

- d) What cover is required?
- | | |
|---|--|
| physical loss/damage of handling equipment? | Yes <input checked="" type="checkbox"/> No |
| physical loss/damage to property? | Yes <input checked="" type="checkbox"/> No |
| or port blockage of Operations? | Yes <input checked="" type="checkbox"/> No |
- e) If port blockage is required, do you require cover for:
- | | |
|------------------------------|--|
| blockage of berths; | Yes <input checked="" type="checkbox"/> No |
| approach channels and locks; | Yes <input checked="" type="checkbox"/> No |
| or land entrances? | Yes <input checked="" type="checkbox"/> No |
- f) Is your electricity supply generated by yourself? Yes No ☒
- or through external means? Yes ☒ No
- Do you have a back up / emergency generator? Yes ☒ No
- g) Are there alternative/reserve equipment/ means of access available to mitigate any claim? Yes No ☒
- If yes, please give details.

Please attach a map of the port to illustrate your answer.

11. LOSS PREVENTION / RISK MANAGEMENT - Please attach details of:

- a) risk control / loss control management, and
- b) pollution control/environmental impairment control, and
- c) property and equipment maintenance and staff training programs.
- d) Security precautions (including):
- | | |
|---|---|
| 24 hour security guards? | Yes <input checked="" type="checkbox"/> No |
| All buildings/perimeter fences/gates alarmed? | Yes No <input checked="" type="checkbox"/> |
| Close Circuit TV? | Yes <input checked="" type="checkbox"/> No |
| Continual documentation security checks? | Yes <input checked="" type="checkbox"/> No |
| Other? Please <u>attach</u> details | Yes No <input checked="" type="checkbox"/> |
- e) independent surveys of facilities / equipment during the last twelve months.

Are there any revisions to the loss prevention / risk management measures in a) to e) above envisaged / planned during the policy period? Yes No ✓

If yes, please attach details.

12. CLAIMS HISTORY:

Please attach full claims history (both paid and outstanding and any related fees or expenses **including legal fees**) for the last 5 complete years net of any deductible and advise of any deductible applicable. Please also attach details of any existing litigation.

Signed _____ Date _____

Designation: General Manager

IMPORTANT:

This questionnaire is to be completed and signed by the Assured and will form part of the Port Authority Policy.

The premium charged and the conditions of this Policy are based upon the information provided in this questionnaire, any operations and/or physical changes in the nature of the Assured's Operations during the policy period which materially changes or alters in any way the information contained in this questionnaire must immediately be advised to Underwriters. Any change advised will be assessed by Underwriters to enable them to decide whether they are prepared to continue to provide coverage and at what terms. Failure to comply with this requirement could affect the validity of the Policy.

ASSURED TO NOTE:

The construction of this policy shall be governed by English law and practice. Any dispute between Underwriters and the Assured as to the meaning of this Policy shall be resolved by Arbitration in London strictly in accordance with the terms of the Arbitration clause contained in the policy.

DIRECTORS & OFFICERS INSURANCE APPLICATION

NAMED INSURED:

Port Authority of Guam, Jose D. Leon Guerrero Commercial Port	
1026 Cabras Highway, Suite 201	Joanne Brown, General Manager
Piti, Guam 96925	671/477-5931

MAILING ADDRESS:

CONTACT:

NATURE OF BUSINESS:

Seaport Operator

COVERAGE REQUESTED

	Amount
Directors & Officers Liability and Corporate Reimbursement Insurance including Employment Practices Liability	
any one claim and in the annual aggregate	\$5,000,000
Yes	\$2,000,000
Retention	
any one claim	\$10,000
any one claim for Non-Entity Employment Practice Liability coverage	\$75,000

POLICY PERIOD REQUESTED

From 12:01 A.M. October 1, 2017 to 12:01 A.M. October 1, 2018 both at Local Standard Time.

CONTINUITY DATES:

--

ALTERNATE QUOTE REQUESTED:

--

REFER TO INSURANCE SPECS FOR REQUIRED CONDITIONS AND CLAUSES.

1. Name of Company: Port Authority of Guam, Jose D. Leon Guerrero Commercial Port
2. Address of Head Office: 1026 Cabras Highway, Suite 201
Piti, Guam 96925
- Contact Joanne Brown, General Manager
3. County of Registration Guam - USA
4. Date of incorporation/formation: Created in 1975 (Government Agency)
5. (a) How long has the Proposer continually carried on business? Since 1975
- (b) State the principal business activities of the Proposer and its subsidiaries?
Seaport Operator
6. Limit(s) of Liability being requested:
\$5,000,000 subject to a sublimit of \$2,000,000 for Employment Practices Liability
7. (a) Give a complete list of all subsidiary companies including country of registration and percentage owned by Proposer. Please use attachment
- (b) Does the Proposer have any subsidiary(ies) incorporated/formed in the United States of America?.....☐Yes ☒No
- (c) Is the Proposer requesting Directors and Officers insurance for each subsidiary listed in (a) above?.....☐Yes ☒No

If "no" to question 7(c) please list those subsidiaries for which insurance is not being requested.

8. (a) Please provide total (consolidated) annual gross assets of the Company from the most recent year end report:
FY2016 \$169,431,346
- (b) Please provide total (consolidated) annual revenues/turnover of the Company from the most recent year end report:
FY2016 \$ 52,207,769
- (c) Please provide the total (consolidated) net worth of the Company for the past two years:
FY2015 \$ 93,572,497 FY2016 \$ 100,664,798
- (d) Please provide the total (consolidated) net income of the Company for the past two years:
FY2015 \$ 61,957,313 FY2016 \$ 7,092,301

9. During the last five years has:

- (a) the name of the Proposer changed? ☐ Yes ☒ No
- (b) any acquisition or merger taken place of the Proposer or any subsidiary occurred? ☐ Yes ☒ No
- (c) any subsidiary been sold or ceased trading? ☐ Yes ☒ No
- (d) the Company undergone a management buyout leveraged buyout or other change in capital structure of the Parent Company changed?..... ☐ Yes ☒ No

If "yes" to any of the above please give details.

10. Does the Company or any director or officer have Directors & Officers Liability Insurance currently in force? ☒ Yes ☐ No

If "yes" please state:

- (a) Insurer: NATIONAL UNION
- (b) Indemnity Limit: \$5,000,000; \$2,000,000 EMP PRAC
- (c) Expiry Date: 10/01/2017
- (d) Premium: \$46,875
- (e) Retention(s): \$10,000 PER CLAIM; \$75,000 FOR EMP PRAC

11. Has the Company ever had any Insurer decline a proposal or cancel or refuse to renew a Directors & Officers Liability Insurance?..... ☐ Yes ☒ No

If "yes" please give details.

12. Is the Proposer:

- (a) Privately Held?..... ☐ Yes ☒ No
- (b) Publicly Traded (equity or debt)?..... ☐ Yes ☒ No

13. If "yes" to question 12(b) then please specify the following for the Proposer:

Each country listed	Each securities exchange/market per country	Type of listing (direct, ADR and level, OTC)	Percentage of all securities traded	Type of security

- (a) Is the Proposer publicly listed on an Unlisted Securities Market? ☐ Yes ☒ No
- (b) Traded in any other way? ☐ Yes ☒ No
- Please specify:

14. Are any subsidiaries publicly traded (equity or debt)? ☐ Yes ☒ No

15. If "yes" to question 14 then please specify the following for each such subsidiary:

Name of subsidiary	Country of formation or incorporation	Each country listed	Each securities exchange/ market per country	Type of listing (direct, ADR and level, OTC)	Percentage of all securities traded and type of security

16. Please list for the Company:

- (a) Total number of shareholders: None
- (b) Total number of shares issued: None
- (c) Total number of shares (percentage) held by each director and officer of the Company (both direct and beneficial): None
- (d) Total number of shares (percentage) held by institutional investors: None
- (e) All security holders, holding a 5% or more ownership interest in the Proposer, or any subsidiary that is publicly traded, giving the holder's name and the percentage held:

Holder	Entity	Percentage of Ownership
Not applicable		

17. (a) Is the Proposer or any subsidiary considering any acquisition, tender offer, merger, buy-out or other change in equity structure? ☐ Yes ☒ No
- (b) Is the Proposer or any subsidiary aware of whether any other company or entity is considering an acquisition, tender offer, merger, buy-out or other change in equity structure of which the Proposer or any subsidiary would be a target? ☐ Yes ☒ No
- (c) Is the Proposer or any of its subsidiaries intending either a new public offering of securities (equity or debt), or a change in the listing status of its existing securities, within the next year? ☐ Yes ☒ No

If "yes" to any of the above, please provide specific details

18. (a) Have any Directors and / or Executive Officers of the Proposer or of any publicly traded subsidiary of the Proposer resigned or been replaced in the past 12 months? ☒ Yes ☐ No

If "Yes," who, title and why?

Due to expiration of term. _____

- (b) Is the Company considering a replacement or addition of any Directors and Officers of the Proposer or of any publicly traded subsidiary of the Proposer? ☐ Yes ☒ No

If "Yes," who, title and why?

Due to expiration of term. _____

19. (a) Who is the company's external auditing firm? Deloitte

- (b) Has the Company changed its external auditing firm in the past three years? ☐ Yes ☒ No

If "yes," why and when?

20. Does the Company have any plans to remove or replace its external auditor in the next 12 months? ☐ Yes ☒ No

If "Yes," why and to whom?

21. (a) Have all revenue recognition practices of the Company been approved by your existing external auditor, without qualification? ☒ Yes ☐ No

If "no," please provide specific details.

- (b) Have the Company's external auditors recommended changes to the revenue recognition or other significant accounting practices in the past 12 months? ☐ Yes ☒ No

- (c) Has the Company changed or considered changes to the revenue recognition or other significant accounting practices in the past 12 months? ☐ Yes ☒ No

- (d) Is the Company considering changes to the revenue recognition or other significant accounting practices? ☐ Yes ☒ No

If "yes," to (b), (c) or (d) please provide specific details.

22. Does the Company or any of directors and/or officers thereof have any interests in any partnerships or Special Purpose Vehicles or Entity? ☐ Yes ☒ No

If "yes," please provide details.

23. Has the Company ever restated its financial results? ☒ Yes ☐ No

If "yes," please provide details.

FY14 Financials restated due to GASB statement No. 68

24. Does the Company anticipate having to take a significant one time charge to earnings, or restate earnings, within the next 12 months? ☐ Yes ☒ No

If "yes," please provide details.

If "yes" to question 24, it is agreed that the proposed policy shall not provide any coverage for loss in connection with any claim, investigation, proceeding or action alleging or arising from such event, unless an endorsement is added to the proposed policy specifically extending coverage to such arising.

25. Does the Company have specific written corporate policies with respect to directors', officers' and employees' ability to purchase or sell the Company's stock, including the ability to exercise stock options? ☐ Yes ☒ No

If "yes," please provide details.

Claims Information

26. Has there been or is there now pending any claim(s) or actions against or investigation(s) of: (i) the Company thereof; and/or (ii) any person proposed for insurance in his or her capacity as a director or officers of any Company? ☒ Yes ☐ No

If "yes," please provide details.

27. The directors or officers of the company, the General Counsel (or equivalent person) of the company and the risk manager of the company have no knowledge or information of any act, error or omission which could reasonably give rise to a claim, investigation or action under the proposed policy, except as follows: (Attach complete details) ☐ Yes ☒ No

If the directors or officers, the General Counsel (or equivalent position) or the risk manager of the company have no such knowledge or information state "None":

It is agreed that with respect to Questions 26 and 27 above, that if such claim, proceeding, action, knowledge, information or involvement exists, then such claim, proceeding or action and any claim or action arising from such claim, proceeding, action, knowledge, information or involvement is excluded from the proposed coverage.

Documentation

28. Provide copies of the following for the Company.

- (a) Latest annual report.
- (b) Latest audited financials
- (c) Latest interim financials available
- (d) Copy (certified by organization's Secretary) of the indemnification provisions of the charter and the by-laws. Also attach a copy of organization's indemnification agreement.
- (e) Latest CPA management letter along with Proposer's responses to any recommendations made therein.
- (f) Latest 20-F report filed with the Securities and Exchange Commission (SEC) if the Company is listed in the United States Securities Exchange Commission

If the Company has any securities (equity or debt) listed or traded in the United States of America, then:

- (g) Latest 10K report filed with the Securities and Exchange Commission (SEC) (or similar state or foreign agency).
- (h) All registration statements filed with the SEC (or similar state or foreign agency) within the last twelve months.
- (i) Copies of financial statements certified by the CEO and CFO. All proxy statements and notices of annual meeting of stockholders within the last 12 months

It is agreed that the Proposer will file with the Insurer, as soon as it becomes available, a copy of each registration statement and annual or interim report which the Proposer or any subsidiary may from time to time file with any local or foreign governmental, regulatory body or agency that regulates securities (including but not limited to the US Securities and Exchange Commission).

Declaration

I declare on behalf of all insureds, after inquiry, that the statements and particulars in this supplemental proposal are true and no material facts have been misstated or suppressed. I agree that this proposal forms, any attachment, any information submitted therewith and any and all other information supplied or requested, shall form the basis of any Contract of Insurance effected thereon. I further undertake to inform Insurers of any material alteration to any information, statements, representations or facts presented in this proposal form occurring after the date this proposal form is signed and before the inception date of the proposed policy. A material fact is one which would influence the acceptance or assessment of the risk. All written statements and materials furnished to the insurer in conjunction with this application are hereby incorporated by reference into this application and made a part hereof.

Signing this proposal does not bind the proposer to complete this insurance.

Signed _____

Title General Manager
CEO or Chairman of the Board of Directors
(Authorized signatory of the insured)

Company Port Authority of Guam

Date _____

LIST OF PERSONS TO BE INSURED AT INCEPTION OF THE POLICY

[illegible]

CRIME INSURANCE APPLICATION

NAMED INSURED:

Port Authority of Guam, Jose D. Leon Guerrero Commercial Port	
Any director, officer elected or appointed official employee, contract employee or volunteer worker while working for the Port Authority	
1026 Cabras Highway, Suite 201 Piti, Guam 96925	Joanne M. S. Brown, General Manager 671/477-5931

MAILING ADDRESS:

CONTACT:

NATURE OF BUSINESS:

Seaport Operator

SALES OR REVENUE	# OF LOCATIONS	TOTAL # OF EMPLOYEES	CLASS I EMPLOYEES	ALL OTHERS
	1			

COVERAGE REQUESTED

	Limit	Deductible
Aggregate	\$250,000	
Employee Dishonesty	\$250,000	\$15,000
Loss Inside Premises	\$250,000	\$15,000
Loss Outside Premises	\$250,000	\$15,000
Money Orders and Counterfeit Currency	\$250,000	\$15,000
Depositors Forgery	\$250,000	\$15,000
Check Forgery	\$250,000	\$15,000
Third Party Computer and Funds Transfer Fraud	\$250,000	\$15,000
Costs		

POLICY PERIOD REQUESTED

From 12:01 A.M. October 1, 2017 to 12:01 A.M. October 1, 2018 both at Local Standard Time

RETROACTIVE DATE:

N/A

ALTERNATE QUOTE REQUESTED:

Audit and Corporate Governance

1. Do External Auditors audit all operations at least annually? ☒Yes ☐No
2. (a) Have all recommendations by External Auditors regarding internal controls been complied with, following your last audit? ☐Yes ☐No
- (b) If no, please provide details:

3. Is there an Audit Committee which monitors the effectiveness of internal controls and reports directly to the Board? ☐Yes ☒No
4. (a) Do you have an internal audit department? ☐Yes ☒No
- (b) Do they have an established audit cycle for all operations? ☐Yes ☒No

Recruitment Procedures

5. When recruiting or promoting employees to positions of trust involving handling of stock, money, financial or treasury functions, do you:
- (a) undertake independent checks in their employment history? ☒Yes ☐No
- (b) undergo a process to ensure their suitability for the position? ☒Yes ☐No

Internal Financial Controls

6. Are wages/salaries independently checked against personnel records for unusual or excessive payments? ☒Yes ☐No
7. Are duties segregated so that no individual can control any of the following activities from commencement to completion without referral to others: ☒Yes ☐No
- (a) signing checks or authorizing payments (including capital expenditure) above US\$10,000? ☒Yes ☐No
- (b) issuing funds transfer instructions? ☒Yes ☐No
- (c) amending funds transfer procedures? ☒Yes ☐No
- (d) opening new bank accounts? ☒Yes ☐No
- (e) investments in and custody of securities and valuables including bank checks, travelers checks, bills of exchange etc)? ☒Yes ☐No
- (f) refunds of memories or return of goods above US\$10,000? ☒Yes ☐No
- (g) disbursement of assets of any superannuation fund? ☒Yes ☐No

- (h) awarding contracts following a tender? ☐ Yes ☒ No
8. Is all supporting documentation validated before authorizing Payments? ☒ Yes ☐ No
9. Are statements of accounts sent to customers independently of Employees receiving payments? ☒ Yes ☐ No
10. Are bank statements independently reconciled with customer accounts by persons not authorized to deposit/withdraw funds, issue funds transfer instructions or dispatch accounts to

customers?

☐ Yes ☐ No

Stock and Physical Security

11. Is there controlled access to all locations? ☐ Yes ☐ No
12. Are all premises containing stock, money, securities, precious metals etc. connected to an intruder alarm? ☐ Yes ☒ No
13. Is an independent physical count of stock, raw materials, work in progress, and finished goods undertaken at least Quarterly and is this count reconciled against stock records? ☒ Yes ☐ No
14. Is the transfer of money and securities valued above \$20,000 usually made by a security personnel of a professional cash carrying Company? ☐ Yes ☐ No
15. What is the maximum value of money, securities, precious metals and/or jewelry at any one location: (a) during business hours \$ 1M
(b) after business hours \$ 1M

Suppliers/Service Providers/Outsourcing

16. Do you maintain an approval suppliers list? ☐ Yes ☒ No
17. Are suppliers, service providers and outsourcing companies vetted for competency, financial stability and honesty before being approved? ☐ Yes ☒ No
18. Are all suppliers, service providers and outsourcing companies appointed under written contract? ☐ Yes ☒ No
19. Are procedures in place to assess the suitability of trustees, fiduciaries, administrators or officers of any of your superannuation funds? ☐ Yes ☒ No
20. (a) Do you outsource any activities to third party service providers? ☒ Yes ☐ No
- (b) If "yes" please detail the services provided:

Operation & Management of Fuel Pier

Three horizontal lines for writing, with two punch holes above them.

21. Do you audit outsourcing companies during the terms of their contract? ☐ Yes ☒ No
22. If the service provider or outsourcing company operates on your premises, are their employees under your daily Management control? ☐ Yes ☒ No

Computer Systems

23. Are unique passwords used to give various level of entry to the computer depending on the users authorization? ☒ Yes ☐ No
24. Are password automatically withdrawn when people leave? ☐ Yes ☐ No
25. Are all amendments to programs approved independently of the persons making the amendments? ☐ Yes ☐ No
26. Are programs protected to detect unauthorized changes? ☐ Yes ☐ No
27. Is your computer systems protected by virus detection and repair software? ☐ Yes ☐ No

Fund Transfers

"Fund Transfers" means any instruction (other than checks) given to a financial institution to pay or deliver funds.

28. What is the approximately annual value of fund transfer? \$ 2,000,000

29. Please specify the method of instruction (e.g. written, electronic, Computer, telephone etc).

Computer

30. Can payment instructions be made to any account which has not been pre-agreed? ☐ Yes ☒ No
31. Is the financial institution required to authenticate the instruction before payment is released? ☐ Yes ☒ No
32. Please provide a brief description of the methods used to secure fund transfers (e.g. passwords, encryption, code words, call back).

Plans and Policies

33. Do you maintain a written crisis management or contingency plan covering procedures following kidnap or extortion? ☐ Yes ☒ No
34. Do you maintain a written anti-fraud policy which is distributed throughout your organization? ☒ Yes ☐ No
35. Are special security precautions taken to protect against Kidnapping of directors or employees who live in or travel to violate countries? ☐ Yes ☒ No

Policy/ Loss History

36. (a) Does not the company have a Crime Insurance policy currently currently in force? ☒ Yes ☐ No

If "YES", please state

(i) Limit of Liability: \$250,000
(ii) Retention: NIL
(iii) Expiry Date: October 1, 2017

- (b) Has the Applicant ever had any insurer decline a proposal imposed any special terms, canceled or refused to renew a Crime Insurance policy? ☐ Yes ☒ No

If "YES", please give details

- (c) Please provide brief details of any losses (of a type covered by a Crime policy) sustained during the past 5 years and before application of any deductible, retention or excess whether insured or not. (Please include date discovered, location, nature of loss and amount).

